

Eiring
Minor Subdivision

TABLE OF CONTENTS

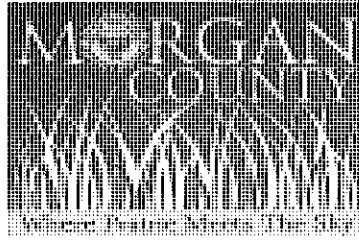
- PC
 - Agenda, File Summary, PC Minutes to be approved
- Additional Information
- Original Submittal
- Applicant Narrative
- Site Plan/Maps
- Proof of Ownership
- Utilities & Access
 - Water, Sewer, Ditch Company, CDOT or Road & Bridge, Architecture Control Approval, any other utilities or access documentation
- Environmental Impacts
- Referrals & Responses
 - Referrals sent and responses received, Landowner Letter sent and any responses received, PC Notification and any responses received
- Technical
 - Right to Farm, Application Fee Receipt, Tax Account Statement, Mineral Rights Notifications, Animal Counts
 - Minor Sub, Major Sub, and Planned Development Applications:
 - Soil Map, Topography, Public Improvements, HOA & Covenants

PC

PC Agenda

PC File Summary

PC Minutes to be approved



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION
FILE SUMMARY**

August 24, 2021

September 13, 2021 hearing date

**APPLICANTS and LANDOWNERS: Kyle and Jennifer Eiring and
Jonathon and Amy Holtquist**

This application is for the 4-lot Eiring Minor Subdivision located in the SE¼ of Section 11, Township 4 North, Range 58 West of the 6th P.M. The Holtquist property is addressed as 16769 County Road W, Fort Morgan, CO 80701, and was created by an exemption recorded with the County Clerk at reception #1601692.

The Eiring property is currently 300 acres and does not have a street address. On the Eiring property there is a lease for underground gas storage that covers the property. The company that holds that lease was notified and comments requested. We have received an email chain from Eiring's notifying Kinder Morgan of the subdivision proposal. There is currently one single-family home on the Holtquist parcel. The properties are zoned Agriculture Production.

The Eirings and Holtquists are requesting approval of a minor subdivision to create three new lots and to slightly increase the size of the Holtquist (proposed Lot 2) parcel from 1 acre to 1.1 acres. The three new lots will be 3.13 acres, 2.47 acres and 2.25 acres.

Section 8-195 of the Morgan County Subdivision Regulations requires review of the listed criteria and compliance to be determined prior to approval of the proposed subdivision.

In reviewing an application for a minor subdivision the Planning Commission and the Board of County Commissioners shall apply the following criteria as listed from Section 8-195 of the Morgan County Subdivision Regulations:

- (A) Whether the application documents are complete and present a clear picture of how the subdivision is to be laid out including all infrastructure, easements, and access.
The application documents are complete:
- 1.) Northeast Colorado Health Department has issued a permit for installation of new septic systems on proposed Lot 1, 3 and 4. There is a previously permitted onsite wastewater treatment system on Lot 2.
 - 2.) Deposits for three new Morgan County Quality Water taps have been paid. Full payment of the taps is required prior to recording the plat, if approved.

- 3.) Access will be from County Road W. Road and Bridge has no objection to the continued use of the existing driveway that provides access to Lot 2. Road and Bridge has approved three new driveways for lots 1, 3 and 4.
 - 4.) Property is located in the Fort Morgan Fire District.
 - 5.) Soil map was provided by the Natural Resources Conservation Service.
 - 6.) Morgan County Extension Service has approved 2 animal units for each of the proposed new lots. The existing Holtquist property will remain at one animal unit permitted.
 - 7.) The applicant reports mailing notices to the mineral rights owners and has not received any sort of response from them. Applicant did contact the lessee to notify them of the proposed plating of the property.
 - 8.) Right to Farm notices were signed by both property owners and provided with the application.
 - 9.) Proposed Lot 2 is developed as a single family residence. Lots 1, 3 and 4 will be sold and developed as single family residences.
- (B) Whether the proposed subdivision is consistent with the Morgan County Comprehensive Plan.
The subdivision is located in the north central planning area.
Chapter 2, Plan Summary
Goal: Section 2.C.1 - To encourage development where proposed development is compatible with existing land uses and access to public infrastructure is established
- (C) Whether the proposed subdivision is compatible with surrounding land uses and is adequately buffered as needed.
This subdivision is located in the Agricultural Production District and buffering is not required, uses are compatible.

All appropriate notice requirements have been completed.

Pam Cherry
Morgan County Planning Administrator

ADDITIONAL INFORMATION

- Any additional information received since PC packet was sent to members

ORIGINAL SUBMITTAL
Original Application

ORIGINAL
SUBMITTAL



MORGAN COUNTY PLANNING,
ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970)542-3526
FAX (970)542-3509
E-mail: pcherry@co.morgan.co.us
permits_licensing@co.morgan.co.us

PERMIT # _____

Date Received ____/____/____ Received By ____
Fee: ☐ Administrative Review \$300 ☐ Full Review \$____
Ck/CC #: _____ Paid ____/____/____
Recording Fee \$ ____ Ck/CC #: _____ Paid ____/____/____
PC Date: ____/____/____ BOCC Date: ____/____/____
100 Year Floodplain? Y/N Taxes Current? Y/N

MINOR SUBDIVISION APPLICATION

Landowner MUST Sign Application and Right to Farm Policy

APPLICANT

Name Jennifer + Kyle Eiring
Address 14129 County Road X
Weldona, CO 80653
Phone (970) 768-3531 (J) 768-6815 (K)
Email jennifer.eiring@gmail.com

LANDOWNER Kyle + Jennifer Eiring

Name Jonathon + Amy Holtquist
Address 16769 County Road W
Fort Morgan, CO 80701 (970)
Phone (970) 380-9106 (J) 389-8637 (A)
Email phd.30@hotmail.com

SURVEYOR

Name Leibert McAtee + Associates Email nhay@kcinternet
Address 615 South 10th Ave. Sterling, CO Phone (970) 522-1960

Minimum Lot Size Requirements:

- Minimum lot size for parcels containing both a water well and septic system is 2.5 (two and one half) acres
- Minimum lot size for parcels without a water well and served by a public or private water system and septic system is 1 (one) acre

PROPERTY LEGAL DESCRIPTION AND TECHNICAL INFORMATION

Address of Property to be divided (or general location if not yet addressed): **Attach extra pages if needed*

North side of Morgan County Road W between 16 and 17.

Parcel #: 1041 - 110 - 00 - 005 Zone District: _____

S: 11 T: 4 R: 58 E $\frac{1}{2}$ $\frac{1}{4}$ $\frac{1}{4}$

Total acreage in parcel: 299.69 Number of lots to be created: 3 new + 1

Is property located within 1320' (1/4) of a livestock confinement facility? Y(N) existing

Distance and Direction to Nearest Community: Fort Morgan is 5.5 miles South of property.

PRESENT use of property Vacant pasture

PROPOSED use of property 3 new lots for single family residential builds.

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED

MINOR SUBDIVISION APPLICATION REQUIRED ATTACHMENT LIST

Additional information may be required by staff

Application Fee:

☐ Non-Refundable Application Fee due with application as determined by staff:

-Made payable to Morgan County Planning & Zoning

☐ \$300 Administrative Review

OR

☐ \$ _____ Full Review

Up to 10.90 acres..... \$550.00

11 - 20.9 acres \$575.00

21 - 30.9 acres \$600.00

31 - 40.9 acres \$625.00

41 - 60.0 acres \$650.00

60.0 acres+.....\$650.00 Plus \$15.00 per 40 acres or fraction therein of excess of 60 acres

For example: 99 acres property would be $99-60=39$ acres in excess so: $\$650+\$15=\$665$ fee

**Fees may be subject to change per section 2-160 of Morgan County Zoning Regulations*

Project Narrative:

☐ Narrative to include:

☐ Project Description

☐ Purpose of request, including minor subdivision criteria

☐ Additional information to show project's intent

☐ How project will relate to or impact existing adjacent uses

☐ All off-site impacts and proposed mitigation measures

☐ Development or implementation schedule of project

☐ General topography of land and potential hazards

☐ If property is in the floodplain, give Zone, panel number, and panel date

<https://msc.fema.gov/portal/home>

☐ Is proposed subdivision located within a Fire District?

Site Plans/Maps:

☐ Plat map (survey) per requirements set forth in the Morgan County Subdivision Regulations-- **must show the original exempted parcel and the parcel being created through this amendment** **(SUBMIT ELECTRONICALLY)**

☐ Improvement location certificate, including setbacks of existing structures, wells and septic system **(SUBMIT ELECTRONICALLY)**

☐ Include any **easements** required for the project-widths and other pertinent information.
May be required to supply copies of easement agreements

Proof of Ownership:

☐ **Current** title insurance commitment (within last 6 months)

☐ Names, addresses and phone numbers for all property owners

Utilities/Access:

☐ **Water**-must prove quality, quantity, & reliability of well, or Quality Water Contract (Quality Water Contracts or current Permits from Colorado Department of Natural Resources) <https://dwr.state.co.us/Tools/WellPermits>

o Existing or proposed public or private water system - Contract for Service

o Existing Well- Provide copy of driller's well completion report and proof of

- adjudication and water quality report
- Proposed Well- Provide documented proof of quality and quantity and of potable water
- Water Supply Information Summary as required by State of Colorado, Office of the State Engineer (*attached*)

☐ **Septic System**

- Existing Septic System - Evaluation of adequacy in terms of today's regulations from local Health Department
- Private System - "Will Serve Letter"
- Proposed Septic System – "Will Serve Letter"
- Public System – "Will Serve Letter"

☐ **Electric** (Electric bill or letter of commitment from electricity provider)

☐ **Driveway Permit** from CDOT or Morgan County Road and Bridge
(If required by staff)

☐ **Ditch Company**- Proof of contact if there is a ditch on or next to your property

Technical:

☐ **Impact statement** from Morgan County Extension for determination of the number of animal units this land can sustain

☐ **Soil Map** from Morgan Conservation District showing suitability for sanitary facilities, and building site development for site specific soil

☐ **Revegetation Plan**

☐ **Notification to all mineral rights owners** and/or lessees

Provide names and addresses as well as a copy of a letter sent **30 days prior** to submission or if unable to locate, submit a list of owners/lessees showing 3 sources of attempts to locate.

☐ Declaration of **restrictive covenants**

☐ **Homeowners Association agreement** and by-laws

☐ **Right to Farm Policy** signed by Landowner (attached)

☐ **Recording Fees:** *All recording fees will be collected at the **conclusion** of all hearings
Made payable to Morgan County Clerk & Recorder*

☐ Plat map recording fee

\$13.00 first page

\$10.00 per page thereafter

additional pages x 10=\$____ + \$13= \$____ Total Recording Cost

☐ Covenants recording fee

\$13.00 first page

\$ 5.00 per page thereafter

*Title to any or all of the Minor Subdivision **CANNOT** be transferred until all required documents have been recorded in the Morgan County Clerk and Records office.

☐ Additional Information required by staff: _____

☐ # Paper Application Sets ☐ Digital Copy of Complete Application
One sided only please

LANDOWNER AND APPLICANT STATEMENTS

Property taxes must be current prior to processing application.

I hereby certify that to the best of my knowledge, the information contained within this application package is true and correct.

Application must be signed by applicant and landowner as it appears in title insurance.

Kyle R. Ewing 6-10-21
Applicant Signature Date

Jennifer Ewing 6/10/21
Applicant Signature Date

Jonathan Halpern 6-10-21
Landowner Signature Date

Cheryl 6/10/21
Landowner Signature Date

APPLICANT NARRATIVE:

Project Description

Purpose of Request

Additional Information to Demonstrate Intent

Impact/Relation to Adjacent Uses

Off-Site Impacts & Mitigation Measures

Implementation Schedule of Project

Proposed Length of Time Permit is Desired

Public Improvements if necessary

NARRATIVE

Project Narrative

Description and purpose: 3 new residential lots to be sold for new home sites. Each lot is 3.13-acre, 2.47 acre, and a 2.25-acre lot totaling 7.85 acres to be subdivided off. The subdivision also includes an existing lot owned by Jonathan and Amy Holtquist. Their lot is included in our minor subdivision as we have added some land to their existing lot to make it larger in size. Their property will be re-platted to the larger size and the remaining 3 vacant lots will be sold for single family residential building sites.

Impact to adjacent uses: Adjacent uses include pastureland and residential homes. No impact to other uses.

Offsite impacts: The lots are being sold with an existing lease to the Kinder Morgan. They have underground gas storage on the entire parcel. A copy of the lease is included in the application packet. Payment for the lease for the new acreages of the lots will transfer to new landowners.

Development of project: We intend to list the land for sale once we have approval from the county and subdivision is finalized.

Topography: The land is flat pastureland that recently came out of CRP.

Property in not in the floodplain.

The proposed subdivision is within the Fort Morgan Rural Fire District.

Site Plans/Maps: Survey map included.

Plat Map (survey): A copy of the survey done by Leibert McAtee & Associates; INC. has been attached electronically as well as a hard copy included with application.

Easements: Current contract with Kinder Morgan, underground gas storage lease company. Copy of contract is included.

Proof of Ownership:

Current Title Insurance Commitment: Copies of current title insurance commitments have been included with application for Kyle and Jennifer Eiring who are submitting the application and for Jonathan and Amy Holtquist who own an existing property that has been included to add some more property to their lot to be recorded with the new larger lot size.

Property Owners:

Kyle and Jennifer Eiring	Jonathan and Amy Holtquist
14129 County Road X	16769 County Road W
Weldona, CO 80653	Fort Morgan, CO 80701
970-768-6815(K)	970-380-9106(J)
970-768-3531(J)	970-389-8637(A)

Utilities/Access:

Water: Approval for 3 Quality Water taps from Morgan County Quality Water District paperwork is included in application. 3 Taps have been paid at \$35,000 each with submittal of subdivision application. The balance of \$14,500 each will be paid by Kyle and Jennifer Eiring after approval from Morgan County Commissioner Meeting but before final plat is done by planning and zoning. Each tap being paid in full.

Septic system: Will serve letter from Morgan County Health Department is enclosed with application.

Electric: Letter of commitment is provided from Morgan County REA and is submitted with application.

Driveway Permit: Letter of approval from Morgan County Road and Bridge Department for 3 driveways has been submitted with application.

Ditch: No ditch on or next to this property.

Technical:

Impact Statement from Morgan County Extension is submitted with application.

Soil Map is included in application.

Revegetation Plan: None.

Notification to Mineral Right Owners: Copy of the letter sent and names and addresses of mineral right owners attached.

Declaration of Restrictive Covenants submitted.

No HOA

Right to Farm Policy signed by Jonathan and Amy Holtquist and Kyle and Jennifer Eiring, all of which are landowners of property submitted in application.

11 Copies.

Electronic copy of application emailed.

Application fees paid.

SITE PLAN/MAPS

Site Plan(s)

Maps

Easements

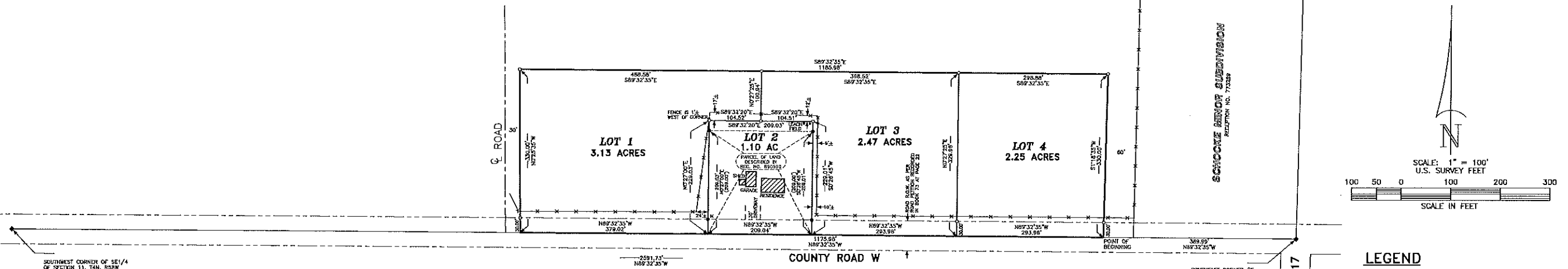
Plat Map

Drainage Plan if necessary

Site Photos if any

Construction Plans if any

EIRING MINOR SUBDIVISION
IN THE SE1/4 OF SECTION 11, T4N, R58W
OF THE 6TH P.M., MORGAN COUNTY, COLORADO



SOUTHWEST CORNER OF SE1/4 OF SECTION 11, T4N, R58W FOUND IN A REBAR WITH 3-1/4" ELLIPTICAL METAL CAP 1-1/2" BELOW ROAD IN MONUMENT BOX

SOUTHEAST CORNER OF SECTION 11, T4N, R58W FOUND 1-1/4" AXLE 13.5" BELOW ROAD IN MONUMENT BOX

SURVEYOR'S STATEMENT

I, NICOLE F. HAY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF. I FURTHER STATE THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND IS NOT A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED.

BY: NICOLE F. HAY
FOR AND ON BEHALF OF
LEIBERT-McATEE & ASSOCIATES, INC.
P.L.S. NO. 18554



CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT KYLE R. EIRING AND JENNIFER S. EIRING AND JONATHAN HOLTOQUIST AND AMY HOLTOQUIST BEING THE OWNERS OF CERTAIN LANDS IN MORGAN COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER SAID SECTION 11, THENCE NORTH 89°32'35" WEST ALONG THE SOUTH LINE OF SAID SE1/4 OF SECTION 11 A DISTANCE OF 368.50 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89°32'35" WEST ALONG THE SOUTH LINE OF SAID SE1/4 OF SECTION 11 A DISTANCE OF 1175.88 FEET; THENCE NORTH 0°25'30" WEST A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°32'35" EAST A DISTANCE OF 1185.68 FEET; THENCE SOUTH 11°18'20" WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.95 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH LINE OF SAID SECTION 11.

HAVE BY THESE PRESENTS Laid Out, Platted and Subdivided the same, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF EIRING MINOR SUBDIVISION IN THE SE1/4 OF SECTION 11, T4N, R58W OF THE 6TH P.M., MORGAN COUNTY, COLORADO.

EXECUTED THIS _____ DAY OF _____, 20____.

OWNERS:

KYLE R. EIRING JENNIFER S. EIRING

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY KYLE R. EIRING AND JENNIFER S. EIRING.

STATE OF COLORADO
COUNTY OF _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

LIEN HOLDER'S CONSENT:

THE UNDERSIGNED LIEN HOLDER HOLDS A VALID (MORTGAGE OR DEED OF TRUST) UPON THE PROPERTY LOCATED WITHIN THE EIRING MINOR SUBDIVISION IN THE SE1/4 OF SECTION 11, T4N, R58W OF THE 6TH P.M., MORGAN COUNTY, COLORADO WHICH WAS DATED THE _____ DAY OF _____, 20____, FILED FOR RECORD ON THE _____ DAY OF _____, 20____, AND RECORDED IN RECEPTION NO. _____ RECORDS OF THE CLERK AND RECORDER'S OFFICE, MORGAN COUNTY, COLORADO.

DATED THIS _____ DAY OF _____, 20____.

PREMIER FARM CREDIT, FLCA

(PRINT NAME)

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

OWNERS:

JONATHAN HOLTOQUIST AMY HOLTOQUIST

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY JONATHAN HOLTOQUIST AND AMY HOLTOQUIST.

STATE OF COLORADO
COUNTY OF _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

LIEN HOLDER'S CONSENT:

THE UNDERSIGNED LIEN HOLDER HOLDS A VALID (MORTGAGE OR DEED OF TRUST) UPON THE PROPERTY LOCATED WITHIN THE EIRING MINOR SUBDIVISION IN THE SE1/4 OF SECTION 11, T4N, R58W OF THE 6TH P.M., MORGAN COUNTY, COLORADO WHICH WAS DATED THE _____ DAY OF _____, 20____, FILED FOR RECORD ON THE _____ DAY OF _____, 20____, AND RECORDED IN RECEPTION NO. _____ RECORDS OF THE CLERK AND RECORDER'S OFFICE, MORGAN COUNTY, COLORADO.

DATED THIS _____ DAY OF _____, 20____.

BANK OF COLORADO

(PRINT NAME)

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

LIEN HOLDER'S CONSENT:

THE UNDERSIGNED LIEN HOLDER HOLDS A VALID (MORTGAGE OR DEED OF TRUST) UPON THE PROPERTY LOCATED WITHIN THE EIRING MINOR SUBDIVISION IN THE SE1/4 OF SECTION 11, T4N, R58W OF THE 6TH P.M., MORGAN COUNTY, COLORADO WHICH WAS DATED THE _____ DAY OF _____, 20____, FILED FOR RECORD ON THE _____ DAY OF _____, 20____, AND RECORDED IN RECEPTION NO. _____ RECORDS OF THE CLERK AND RECORDER'S OFFICE, MORGAN COUNTY, COLORADO.

DATED THIS _____ DAY OF _____, 20____.

KEYBANK NATIONAL ASSOCIATION

(PRINT NAME)

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

COMMISSIONER'S CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20____, BOARD OF COUNTY COMMISSIONERS, MORGAN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE COUNTY OF MORGAN.

ATTEST: _____ CHAIRMAN

CLERK TO THE BOARD

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF MORGAN } ss.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20____, AND IS DULY RECORDED IN RECEPTION NO. _____ PAID.

CLERK AND RECORDER

NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE COUNTY OF MORGAN DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND OTHER IMPROVEMENTS REFLECTED HEREON FOR MAINTENANCE BY SAID COUNTY.

UNITS, SUCH ROADS AND OTHER IMPROVEMENTS MEET COUNTY REQUIREMENTS AND ARE SPECIFICALLY ACCEPTED BY THIS COUNTY BY RECORDING WITH THE CLERK AND RECORDER OF THIS COUNTY AN OFFICIAL ACCEPTANCE, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID ROADS AND OTHER IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LAND WITHIN THIS SUBDIVISION.

NOTICE IS FURTHER GIVEN THAT NO SUBDIVISION LOTS WILL BE ISSUED BUILDING PERMITS BY OFFICIALS OF THIS COUNTY FOR IMPROVEMENTS OF ANY NATURE ON ANY PROPERTY REFLECTED ON THIS PLATTED SUBDIVISION UNITS, SUCH TIME AS THE ACCEPTANCE AS HEREIN ABOVE DESCRIBED HAS BEEN FILED FOR RECORD WITH THE CLERK AND RECORDER OF THIS COUNTY, OR UNTIL OTHER SUITABLE PROVISION IS MADE FOR COMPLETION AND/OR MAINTENANCE OF THE ROADS AND OTHER IMPROVEMENTS.

LEGEND

- ALIQUOT CORNER AS DESCRIBED
- SET NO. 5 REBAR 18" LONG AT GROUND LEVEL WITH 1" PURPLE PLASTIC CAP STAMPED "NICOLE F. HAY PLS 38044"
- FOUND NO. 5 REBAR 18" LONG AT GROUND LEVEL WITH 1" PURPLE PLASTIC CAP STAMPED "NICOLE F. HAY PLS 38044"
- FOUND NO. 5 REBAR—NO 0.1± BELOW GROUND
- — — — — EXISTING FENCE LINE

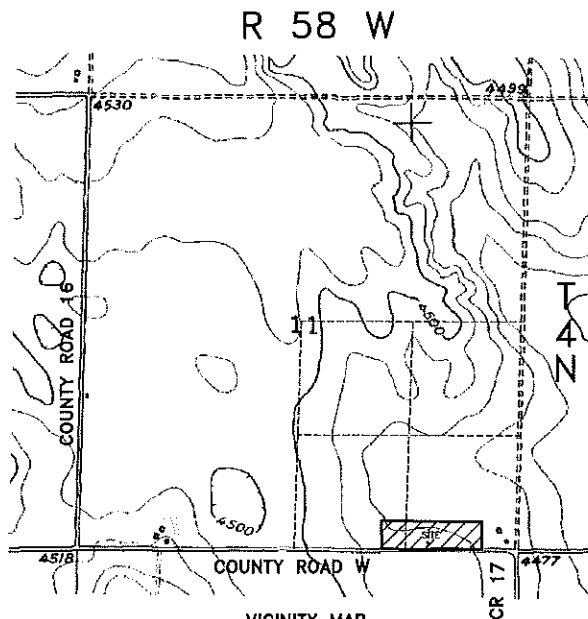
NOTES

- EASEMENT INFORMATION AS PER NORTHERN COLORADO TITLE SERVICES COMMITMENT NO. NCT22845 REVISION 1, EFFECTIVE DATE: DECEMBER 15, 2001 AT 8:00 A.M. AND COMMITMENT NO. NOT2229, EFFECTIVE DATE: MAY 20, 2021 AT 8:00 A.M.:
- RESERVATION AS CONTAINED IN UNITED STATES PATENT RECORDED FEBRUARY 17, 1910 IN BOOK 44 AT PAGE 160 AS FOLLOWS: RIGHT OF THE PROPRIETOR OF A VEIN OR LOOSE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AND RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES. (SE1/4)
 - RIGHT OF WAY FOR ROAD PURPOSES AS SPECIFIED IN ROAD PETITION RECORDED MAY 5, 1910 IN BOOK 73 AT PAGE 22, SAID ROAD TO BE NOT LESS THAN 66 FEET IN WIDTH.
 - EASEMENT AND RIGHT OF WAY FOR TELEPHONE LINE PURPOSES AS GRANTED TO THE COLORADO TELEPHONE COMPANY, RECORDED AUGUST 5, 1911 IN BOOK 84 AT PAGE 169, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: RIGHT OF WAY BEING THROUGH THE SE1/2 OF SECTION 11-4-58.
 - AN UNDIVIDED 1/4 INTEREST IN ALL OIL, GAS AND OTHER MINERAL RIGHTS, AS RESERVED BY HUGH R. PLUMB AKA H.R. PLUMB IN THE DEED TO W. HAROLD SCHOCKE AND VERDIE L. SCHOCKE RECORDED MAY 2, 1993 IN BOOK 459 AT PAGE 325, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
 - EASEMENT AND RIGHT OF WAY FOR PIPELINE PURPOSES AS GRANTED TO THE LOFFLAND COMPANY, RECORDED APRIL 5, 1959 IN BOOK 615 AT PAGE 503, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: RIGHT OF WAY BEING THROUGH THE E1/2 OF SECTION 11-4-58.
 - EASEMENT AND RIGHT OF WAY FOR PIPELINE PURPOSES AS GRANTED TO ARAPHOE PIPELINE COMPANY, RECORDED MAY 5, 1960 IN BOOK 630 AT PAGE 235, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: RIGHT OF WAY BEING THROUGH THE E1/2 OF SECTION 11-4-58.
 - OIL AND GAS LEASE BETWEEN H.R. PLUMB AKA HUGH R. PLUMB AND MONSANTO CHEMICAL COMPANY, RECORDED JULY 14, 1960 IN BOOK 633 AT PAGE 30, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. NOTE: THE COMPANY MAKES NO REPRESENTATIONS AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
 - TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, BURDENS AND OBLIGATIONS AS CONTAINED IN GAS PURCHASE AGREEMENT BETWEEN THE LOFFLAND COMPANY AND MONSANTO CHEMICAL COMPANY, RECORDED NOVEMBER 4, 1960 IN BOOK 636 AT PAGE 371.
 - TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, BURDENS AND OBLIGATIONS AS CONTAINED IN EASEMENT AGREEMENT FOR WELL PURPOSES BY AND BETWEEN ALFRED STANLEY BEST AND W. HAROLD SCHOCKE AND VERDIE L. SCHOCKE, RECORDED MAY 1, 1961 IN BOOK 643 AT PAGE 357, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.
 - TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, BURDENS AND OBLIGATIONS AS CONTAINED IN GAS PURCHASE AGREEMENT BETWEEN MONSANTO COMPANY AND COLORADO INTERSTATE GAS COMPANY, RECORDED MAY 5, 1978 IN BOOK 700 AT PAGE 409.
 - ALL OF OUR RIGHTS, TITLE AND INTEREST IN AND TO ANY OIL, GAS AND OTHER MINERALS AS CONVEYED IN MINERAL DEED FROM W. HAROLD SCHOCKE AND VERDIE L. SCHOCKE TO COLORADO INTERSTATE GAS COMPANY, RECORDED FEBRUARY 2, 1993 IN BOOK 951 AT PAGE 492, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
 - TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, BURDENS AND OBLIGATIONS AS CONTAINED IN GAS STORAGE LEASE BETWEEN W. HAROLD SCHOCKE AND VERDIE L. SCHOCKE AND COLORADO INTERSTATE GAS COMPANY, RECORDED FEBRUARY 2, 1993 IN BOOK 951 AT PAGE 472.
 - TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, BURDENS AND OBLIGATIONS AS CONTAINED IN GAS STORAGE LEASE BETWEEN VAUGHN W. YEAROUS AND DANAL L. YEAROUS AND YOUNG GAS STORAGE COMPANY LTD. RECORDED SEPTEMBER 7, 1999 IN BOOK 1059 AT PAGE 20.

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, T4N, R58W BEARS NORTH 89°32'35" WEST. THE SOUTHEAST AND SOUTHWEST CORNERS OF SAID SE1/4 ARE MONUMENTED AS SHOWN.

DISTANCES IN PARENTHESES ARE DEED DISTANCES.

SIGNIFICANT VARIANCES IN THE LOCATION OF THE PARCEL LINES WITH CURRENT FENCE LINES ARE SHOWN ON THE ABOVE PLAT. SINCE THIS SURVEY HAS NO JURISDICTION OVER ADJOINING LAND OWNERS, ANY PERSON MOVING, REMOVING, OR REPLACING ANY OF THESE CURRENT FENCE LINES WILL BE DOING SO AT HIS OWN RISK.



VICINITY MAP
NOT TO SCALE

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

REVISIONS	LEIBERT-McATEE & ASSOCIATES, INC. P.O. BOX 442 615 SOUTH TENTH AVENUE STERLING, CO 80751 970-522-1960		
	TITLE DRIP MINOR SUBDIVISION IN THE SE1/4 OF SECTION 11, T4N, R58W OF THE 6TH P.M., MORGAN COUNTY, COLORADO		
	SCALE: 1" = 100'	DR. BY: NH	DRAWING NO.
	DATE: 5-27-21	PROJ. NO.: 600-21H	SHEET 1 of 1

COUNTY ROAD W

CL ROAD

330'

3.13 ACRES

489'

379'

101'

209.03'
N02°15'E
(209.00')
PARCEL OF LAND
DESCRIBED IN
REC. NO. 880310
(209.00')
S072°45'W
209.01'

2.47 ACRES

399'

294'

2.25 ACRES

299'

294'

330'

60'

SCHOCKE MINOR SUBDIVISION

SOUTHEAST CORNER OF
SECTION 11, T4N, R5W
FOUND 1-1/4" NAIL
0.375" BELOW ROAD
IN MONUMENT BOX

COUNTY ROAD 17

PROOF OF OWNERSHIP

Current Title Insurance Commitment
(within last 6 months)

Any deeds or other additional ownership
documentation

NORTHERN COLORADO TITLE SERVICES CO., INC.
130 W. KIOWA AVE., FORT MORGAN, COLORADO 80701
Phone No. 970-867-0233 Fax No. 970-867-7750

DATE: May 24, 2021

ORDER #: NCT23229

PROPERTY ADDRESS: 16769 COUNTY ROAD W, FORT MORGAN, COLORADO, 80701

OWNER/PURCHASER: JONATHON HOLTQUIST and AMY HOLTQUIST
TO BE DETERMINED

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

_____ To: ATTN:

Fax#:

_____ To: JONATHON / AMY HOLTQUIST
CALL 970-380-9106 OR 970-389-8637

ATTN:

Fax#:

_____ To: ATTN:

Fax#:

_____ To: ATTN:

Fax#:

_____ To: ATTN:

Fax#:

ATTACHED PLEASE FIND THE FOLLOWING ITEM(S) IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ATTACHED DOCUMENTATION, PLEASE CONTACT LINDA, SHARON, LISA OR SHERYL. FOR CLOSING ASSISTANCE, PLEASE CONTACT LINDA OR LISA. WE APPRECIATE YOUR BUSINESS VERY MUCH AND LOOK FORWARD TO SERVING YOU IN THIS TRANSACTION.

E-MAIL ADDRESS FOR CLOSING DOCUMENTS: CLOSING@NCTS.COM
HAVE A WONDERFUL DAY!!!

_____ COMMITMENT
AMT DUE IS ON SCHEDULE A (INVOICE)

_____ OWNERS TITLE POLICY

_____ PROPERTY REPORT
-AMT DUE IS ON PROPERTY REPORT (INVOICE)

_____ MORTGAGEES TITLE POLICY

_____ MORTGAGE/FORECLOSURE GUARANTY

_____ DOCUMENTS

_____ SURVEY/ILC

_____ OTHER / INVOICE

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

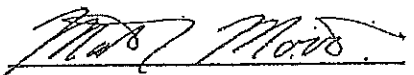
NORTHERN COLORADO TITLE SERVICES

Company Name

FORT MORGAN, CO

City, State





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.:

008-UN ALTA Commitment For Title Insurance 8-1-16

(4-2-16) Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.:

008-UN ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.:

008-UN ALTA Commitment For Title Insurance 8-1-16

(4-2-18) Page 3 of 3



 title guaranty company	Title Insurance Commitment
	ISSUED BY Stewart Title Guaranty Company
Schedule A	

ALTA® Universal ID: 0044474

Commitment/File No: NCT23229

Property Address: 16769 COUNTY ROAD W, FORT MORGAN,
COLORADO, 80701

Effective Date: May 20, 2021 at 8:00 a.m.

Issuing Office: NORTHERN COLORADO TITLE
SERVICES CO., INC.

1. Policy or Policies to be issued:

OWNERS:

☒ ALTA® 2006 Owner's Policy

AMOUNT

PREMIUM

\$TO BE
DETERMINED

\$200.00

Proposed Insured: TO BE DETERMINED

LOAN:

☒ ALTA® 2006 Loan Policy

Other Charges:

TOTAL DUE: \$ 200.00

NOTE: A Minimum Fee of \$110.00 will be charged if file is cancelled.

2. On the effective date hereof, the estate described herein to be insured is fee simple, and is vested in:

JONATHON HOLTQUIST and AMY HOLTQUIST


3. The land referred to in the Commitment is described below or in Schedule C:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'45" WEST ALONG THE SOUTH LINE OF SAID SE1/4 OF SECTION 11 A DISTANCE OF 978.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°32'45" WEST ALONG THE SOUTH LINE OF SAID SE1/4 OF SECTION 11 A DISTANCE OF 209.00 FEET; THENCE NORTH 0°27'15" EAST A DISTANCE OF 209.00 FEET; THENCE SOUTH 89°32'45" EAST A DISTANCE OF 209.00 FEET; THENCE SOUTH 0°27'15" WEST A DISTANCE OF 209.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO AMENDED SUBDIVISION EXEMPTION RECORDED NOVEMBER 10, 2014 AT RECEPTION NO. 890523.

and commonly known as (for informational purposes only): **16769 COUNTY ROAD W, FORT MORGAN, COLORADO, 80701**

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	Title Insurance Commitment
	ISSUED BY Stewart Guaranty Title Company
Schedule BI	


**SCHEDULE B - SECTION I
REQUIREMENTS**

Commitment No: NCT23229

The Following are requirements to be complied with; otherwise to be shown as exceptions in the policy:

- A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured, and for any estate or interest necessary to create the estate or interest to be insured described in this Commitment.
- B. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- C. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to wit:
 - 1. Proper Deed from JONATHON HOLTQUIST and AMY HOLTQUIST to TO BE DETERMINED, conveying the land described herein.
 - 2. Release of Deed of Trust from JONATHON HOLTQUIST to the Public Trustee of Morgan County for the use of BANK OF COLORADO, to secure payment of \$161,500.00, dated NOVEMBER 13, 2014, recorded NOVEMBER 14, 2014 at Reception No. 890591.
 - 3. Release of Deed of Trust from JONATHON HOLTQUIST and AMY HOLTQUIST to the Public Trustee of Morgan County for the use of KEYBANK NATIONAL ASSOCIATION, to secure payment of \$41,500.00, recorded NOVEMBER 2, 2016 at Reception No. 902381.
 - 4. Dollar amount of Policy coverage must be provided to the Company.
 - 5. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B - Section II and a Schedule C (if applicable) with matching Commitment Numbers.

	Title Insurance Commitment
Schedule BII	ISSUED BY Stewart Title Guaranty Company

**SCHEDULE B-SECTION II
EXCEPTIONS**

Commitment No: **NCT23229**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against loss or damage by reason of the following:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

ADDITIONAL EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

8. Reservation as contained in United States Patent recorded FEBRUARY 17, 1910 in Book 44 at Page 180 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
9. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 5, 1910 in Book 73 at Page 22, said road to be not less than 60 feet in width.
10. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 26, 1909 in Book 73 at Page 4, said road to be not less than 60 feet in width.

Commitment Schedule B-II

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11. An undivided 1/4 interest in all oil, gas and other mineral rights, as reserved by HUGH R. PLUMB aka H.R. PLUMB in the Deed to W. HAROLD SCHOCKE AND VERDIE L. SCHOCKE recorded MAY 2, 1949 in Book 459 at Page 325, and any and all assignments thereof or interests therein.
12. Easement and right of way for TELEPHONE LINE purposes as granted to THE COLORADO TELEPHONE COMPANY, recorded AUGUST 5, 1911 in Book 84 at Page 169, said easement being more particularly described as follows: Right of way being through the S1/2 SE1/4 of Section 11-4-58.
13. Easement and right of way for PIPELINE purposes as granted to THE LOFFLAND COMPANY, recorded APRIL 8, 1959 in Book 615 at Page 503, said easement being more particularly described as follows: Right of way being through the E1/2 of Section 11-4-58.
14. Easement and right of way for PIPELINE purposes as granted to ARAPHOE PIPELINE COMPANY, recorded MAY 5, 1960 in Book 630 at Page 225, said easement being more particularly described as follows: Right of way being through the E1/2 of Section 11-4-58.
15. Terms, conditions, provisions, agreements, burdens and obligations as contained in EASEMENT AGREEMENT FOR WELL PURPOSES by and between ALFRED STANLEY BEST and W. HAROLD SCHOCKE AND VERDIE L. SCHOCKE, recorded MAY 1, 1961 in Book 643 at Page 357, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.
16. Terms, conditions, provisions, agreements, burdens and obligations as contained in GAS STORAGE LEASE between VAUGHN W. YEAROUS and DIANA L. YEAROUS and YOUNG GAS STORAGE COMPANY LTD recorded SEPTEMBER 7, 1999 in Book 1059 at Page 20.
17. Any loss or damage occasioned by the fact that the fence lines do not coincide with the property lines as shown on harding Amended Subdivision Exemption Plat recorded at Reception No. 1601692.
18. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 1, 1981 IN BOOK 819 AT PAGE 623; (E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 1, 1983 IN BOOK 846 AT PAGE 797; (F) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK 859 AT PAGE 600; (G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK 871 AT PAGE 554; AND (H) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 2, 1986 IN BOOK 882 AT PAGE 904.

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B-Section 1 and a Schedule C (if applicable) with matching Numbers.

SCHEDULE B –SECTION 2
CONTINUED

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title entity conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

Commitment Schedule B-II

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No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Insurance Regulation 8-1-3, this is notification of the availability of Title Closing Protection Letters written by Stewart Title Guaranty Company.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

WHAT DO/DOES THE NORTHERN COLORADO TITLE SERVICES CO., INC. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Northern Colorado Title Services Co., Inc. (NCT) and its affiliates, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does NCT Notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does NCT protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does NCT collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: 130 W. Kiowa Ave., Fort Morgan, Colorado 80701 (970)-867-0233

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose; a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

NORTHERN COLORADO TITLE SERVICES CO., INC.
130 W. KIOWA AVE., FORT MORGAN, COLORADO 80701
Phone No. 970-867-0233 Fax No. 970-867-7750

DATE: January 8, 2021
ORDER #: NCT22849
PROPERTY ADDRESS: VACANT

OWNER/PURCHASER:
KYLE R. EIRING and JENNIFER S. EIRING


PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

_____ To: PREMIER FARM CREDIT, FLCA garrett.seymour@preieraca.com	ATTN: GARRETT Fax#:
_____ To:	ATTN: Fax#:
_____ To:	ATTN: Fax#:
_____ To: PREMIER FARM CREDIT 148docs@premieraca.com	ATTN: Fax#:
_____ To:	ATTN: Fax#:

ATTACHED PLEASE FIND THE FOLLOWING ITEM(S) IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ATTACHED DOCUMENTATION, PLEASE CONTACT LINDA, SHARON, LISA OR SHERYL. FOR CLOSING ASSISTANCE, PLEASE CONTACT LINDA OR LISA. WE APPRECIATE YOUR BUSINESS VERY MUCH AND LOOK FORWARD TO SERVING YOU IN THIS TRANSACTION.

E-MAIL ADDRESS FOR CLOSING DOCUMENTS: CLOSING@NCTS.COM
HAVE A WONDERFUL DAY!!!

_____ COMMITMENT AMT DUE IS ON SCHEDULE A (INVOICE)	_____ OWNERS TITLE POLICY
_____ PROPERTY REPORT -AMT DUE IS ON PROPERTY REPORT (INVOICE)	_____ MORTGAGEES TITLE POLICY
_____ MORTGAGE/FORECLOSURE GUARANTY	_____ DOCUMENTS
_____ SURVEY/ILC	_____ OTHER / INVOICE

 First American Title™	ALTA Commitment for Title Insurance
Commitment	ISSUED BY First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

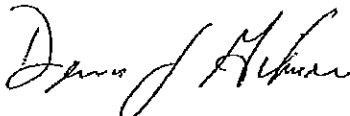
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

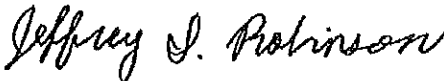
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.


9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	Title Insurance Commitment
	ISSUED BY First American Title Insurance Company
Schedule A	

ALTA® Universal ID: 0044474

Commitment No: NCT22849-REVISION 1

Effective Date: **December 15, 2020 at 8:00 a.m.**

1. Policy or Policies to be issued:

OWNERS:

AMOUNT

PREMIUM

☒ ALTA® 2006 Owner's Policy (6-17-06)

LOAN:

☒ ALTA® 2006 Loan Policy (6-17-06)

\$305,000.00

\$748.00

Proposed Insured: PREMIER FARM CREDIT, FLCA

Other Charges:

SHORT TERM RATE APPLIED SAVING CUSTOMER \$747.00

TAX CERTIFICATES

\$50.00

REMOVE MECHANICS LIEN EXCEPTION

\$25.00

TOTAL DUE: \$ 823.00

NOTE: A Minimum Fee of \$110.00 will be charged if file is cancelled.

2. On the effective date hereof, the estate described herein to be insured is fee simple, and is vested in:

KYLE R. EIRING and JENNIFER S. EIRING

3. The land referred to in the Commitment is described below or in Schedule C:

SEE ATTACHED EXHIBIT "A"

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EXHIBIT "A"

PARCEL A:

The SW1/4 of Section 1, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado

PARCEL B:

Lots 3 and 4 (N1/2NW1/4) and S1/2NW1/4 and the SE1/4 of Section 2, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

PARCEL C:

The NE1/4 and SE1/4 of Section 11, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado, EXCEPT that parcel conveyed in Book 774 at page 943, EXCEPT a parcel conveyed in Book 1039 at page 719, EXCEPT a parcel described in Book 1230 at page 644, AND EXCEPT a parcel conveyed at Reception No. 890588.

PARCEL D:


The N1/2NW1/4 of Section 12, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

and commonly known as (for informational purposes only): VACANT

By: _____

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

 First American Title™	Title Insurance Commitment ISSUED BY First American Title Insurance Company
Schedule BI	

**SCHEDULE B - SECTION I
REQUIREMENTS**

Commitment No: **NCT22849-REVISION 1**

The Following are requirements to be complied with; otherwise to be shown as exceptions in the policy:

A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured, and for any estate or interest necessary to create the estate or interest to be insured described in this Commitment.


B. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

C. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to wit:

1. Deed of Trust from **KYLE R. EIRING** and **JENNIFER S. EIRING** to the Public Trustee of Morgan County for the use of **PREMIER FARM CREDIT, FLCA** to secure payment of **\$305,000.00**
2. Release of Deed of Trust from **KYLE R. EIRING** and **JENNIFER S. EIRING** to the Public Trustee of Morgan County for the use of **THE ESTATE OF DONALD G. REID**, to secure payment of **\$424,000.00**, dated **DECEMBER 28, 2015**, recorded **DECEMBER 28, 2015** at Reception No. **897459**. Assignment of said Deed of Trust to **DONA HOLDING COMPANY** recorded **DECEMBER 28, 2015** at Reception No. **897460**.
3. Mechanics lien coverage may be issued upon receipt by the Company of: (1) Payment of applicable charges and (2) Signed Final Affidavit and Agreement. All adverse matters disclosed by the Affidavit will be made exceptions from coverage on the Final Title Policy.

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B - Section II and a Schedule C (if applicable) with matching Commitment Numbers.

 First American Title™	Title Insurance Commitment
	ISSUED BY First American Title Insurance Company
Schedule BII	

**SCHEDULE B-SECTION II
EXCEPTIONS**

Commitment No: NCT22849-REVISION 1

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against loss or damage by reason of the following:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

ADDITIONAL EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

PARCEL A:

8. Reservation as contained in United States Patent recorded FEBRUARY 23, 1926 in Book 176 at Page 380 as follows: Right of way for ditches or canals constructed by the authority of the United States.
9. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 26, 1909 in Book 73 at Page 4, said road to be not less than 60 feet in width.
10. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 29, 1916 in Book 73 at Page 76, said road to be not less than 60 feet in width.

Commitment Schedule B-II

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11. All interest in oil, gas and other mineral rights as reserved by NINA V. TAYLOR and W.E. TAYLOR in DEED to LAURENCE H. LONGACRE and DORIS M. LONGACRE recorded DECEMBER 12, 1950 in Book 483 at Page 370, and any and all assignments thereof or interests therein.

12. Terms, conditions, provisions, agreements, burdens and obligations as contained in GAS STORAGE LEASE between W. HAROLD SCHOCKE and VERDIE L. SCHOCKE and COLORADO INTERSTATE GAS COMPANY recorded FEBRUARY 2, 1993 in Book 951 at Page 472.

13. Easement and right of way for PIPELINE purposes as granted by VERDIE L. SCHOCKE to CHEYENNE PLAINS GAS PIPELINE COMPANY as contained in instrument recorded APRIL 9, 2003 in Book 1140 at page 976, the location of said easement and right of way are more specifically defined in said document.

14. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) CITY OF FORT MORGAN, COLORADO RECORDED NOVEMBER 22, 1989 IN BOOK 917 AT PAGE 513; AND (E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK 871 AT PAGE 554.

PARCEL B:

15. Reservation as contained in United States Patent recorded NOVEMBER 29, 1903 in Book 44 at Page 290 (NW1/4); recorded MARCH 4, 1916 in Book 107 at page 212 (SE1/4) as follows: Right of way for ditches or canals constructed by the authority of the United States.

16. JACKPOT RESERVOIR and rights of way therefor, as evidenced by Map and Sworn Statement recorded NOVEMBER 12, 1931 in File No. 4.

17. JACKPOT DITCH #1 and rights of way therefor, as evidenced by Map and Sworn Statement recorded MARCH 22, 1909 in Map Book 1 at Page 60.

18. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 26, 1909 in Book 73 at Page 4, said road to be not less than 60 feet in width.

19. Right of way for ROAD purposes as specified in ROAD PETITION recorded JULY 18, 1910 in Book 73 at Page 31, said road to be not less than 60 feet in width.

20. Right of way for ROAD purposes as specified in ROAD PETITION recorded DECEMBER 6, 1911 in Book 73 at Page 38, said road to be not less than 60 feet in width.

21. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 29, 1916 in Book 73 at Page 76, said road to be not less than 60 feet in width.

22. An undivided 1/5 interest in all oil, gas and other mineral rights, as reserved by HUGH R. PLUMB aka H.R. PLUMB in the instrument to W. HAROLD SCHOCKE and VERDIE L. SCHOCKE recorded MAY 2, 1949 in Book 459 at Page 325, and any and all assignments thereof or interests therein.

23. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by ZEOLA PEARL FORD aka ZEOLA PEARL FAIR in the instrument to LAURENCE J. LONGACRE and DORIS M. LONGACRE recorded FEBRUARY 24, 1951 in Book 487 at Page 73, and any and all assignments thereof or interests therein.

Commitment Schedule B-II

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24. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by ZEOLA PEARL FORD aka ZEOLA PEARL FAIR in the instrument to LAURENCE H. LONGACRE and DORIS M. LONGACRE recorded DECEMBER 9, 1958 in Book 609 at Page 283, and any and all assignments thereof or interests therein.
25. An undivided 3/4 interest in all oil, gas and other mineral rights, as reserved by DORIS M. LONGACRE in the instrument to W. HAROLD SCHOCKE and VERDIE L. SCHOCKE recorded DECEMBER 18, 1959 in Book 624 at Page 527, and any and all assignments thereof or interests therein.
26. Terms, conditions, provisions, agreements, burdens and obligations as contained in MINERAL AND STORAGE RIGHTS LEASE between NATIONAL JEWISH CENTER FOR IMMUNOLOGY and RESPIRATORY MEDICINE and OBOURNE BROTHERS, INC recorded MARCH 25, 1991 in Book 931 at Page 79.
27. Terms, conditions, provisions, agreements, burdens and obligations as contained in MINERAL AND STORAGE RIGHTS LEASE between JOHANA BUREAU FOR THE BLIND AND PHYSICALLY HANDICAPPED INC and OBOURNE BROTHERS, INC recorded MARCH 25, 1991 in Book 931 at Page 302.
28. Terms, conditions, provisions, agreements, burdens and obligations as contained in MINERAL AND STORAGE RIGHTS LEASE between DENVER SERVICE FOR BLIND AND DEAF INDIVIDUALS-HOWARD TRUST FUND and COLORADO INTERSTATE GAS COMPANY recorded JULY 31, 1991 in Book 934 at Page 870.
29. All oil, gas and other mineral rights presently owned by them in and to the subject property as conveyed in Deed from W. HAROLD SCHOCKE and VERDIE L. SCHOCKE to COLORADO INTERSTATE GAS COMPANY, recorded FEBRUARY 2, 1993 in Book 951 at Page 462, and any and all assignments thereof or interests therein.
30. Terms, conditions, provisions, agreements, burdens and obligations as contained in GAS STORAGE LEASE between W. HAROLD SCHOCKE and VERDIE L. SCHOCKE and COLORADO INTERSTATE GAS COMPANY recorded FEBRUARY 2, 1993 in Book 951 at Page 472.
31. Terms, conditions, provisions, agreements, burdens and obligations as contained in STORAGE RIGHTS LEASE between HEALTH ONE and YOUNG GAS STORAGE COMPANY LTD recorded AUGUST 18, 1997 in Book 1015 at Page 489.
32. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK 859 AT PAGE 600; AND (E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK 871 AT PAGE 554.

PARCEL C:

33. Reservation as contained in United States Patent recorded FEBRUARY 17, 1910 in Book 44 at Page 180 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States. (SE1/4)
34. Reservation as contained in United States Patent recorded OCTOBER 27, 1910 in Book 82 at Page 15 (NE1/4) as follows: Right-of-way for ditches or canals constructed by the authority of the United States.
35. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 5, 1910 in Book 73 at Page 22, said road to be not less than 60 feet in width.
36. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 26, 1909 in Book 73 at Page 4, said road to be not less than 60 feet in width.

Commitment Schedule B-II

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37. **JACKPOT DITCH** and rights of way therefor, as evidenced by Map and Sworn Statement recorded **MARCH 22, 1909** in Map Book 1 at Page 60.
38. Easement and right of way for **TELEPHONE LINE** purposes as granted to **THE COLORADO TELEPHONE COMPANY**, recorded **AUGUST 5, 1911** in Book 84 at Page 169, said easement being more particularly described as follows: Right of way being through the **S1/2 SE1/4** of Section 11-4-58.
39. An undivided **1/4** interest in all oil, gas and other mineral rights, as reserved by **HUGH R. PLUMB** aka **H.R. PLUMB** in the Deed to **W. HAROLD SCHOCKE AND VERDIE L. SCHOCKE** recorded **MAY 2, 1949** in Book 459 at Page 325, and any and all assignments thereof or interests therein.
40. Oil and Gas Lease between **H.R. PLUMB** aka **HUGH R. PLUMB** and **LION OIL COMPANY**, recorded **SEPTEMBER 30, 1955** in Book 558 at page 361, and any and all assignments thereof or interests therein. **NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**
41. Easement and right of way for **PIPELINE** purposes as granted to **THE LOFFLAND COMPANY**, recorded **APRIL 8, 1959** in Book 615 at Page 503, said easement being more particularly described as follows: Right of way being through the **E1/2** of Section 11-4-58.
42. Easement and right of way for **PIPELINE** purposes as granted to **ARAPHOE PIPELINE COMPANY**, recorded **MAY 5, 1960** in Book 630 at Page 225, said easement being more particularly described as follows: Right of way being through the **E1/2** of Section 11-4-58.
43. Oil and Gas Lease between **H.R. PLUMB** aka **HUGH R. PLUMB** and **MONSANTO CHEMICAL COMPANY**, recorded **JULY 14, 1960** in Book 633 at page 30, and any and all assignments thereof or interests therein. **NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**
44. Terms, conditions, provisions, agreements, burdens and obligations as contained in **GAS PURCHASE AGREEMENT** between **THE LOFFLAND COMPANY** and **MONSANTO CHEMICAL COMPANY** recorded **NOVEMBER 4, 1960** in Book 636 at Page 371.
45. Terms, conditions, provisions, agreements, burdens and obligations as contained in **EASEMENT AGREEMENT FOR WELL PURPOSES** by and between **ALFRED STANLEY BEST** and **W. HAROLD SCHOCKE AND VERDIE L. SCHOCKE**, recorded **MAY 1, 1961** in Book 643 at Page 357, **IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.**
46. Terms, conditions, provisions, agreements, burdens and obligations as contained in **RESOLUTION** between **BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO** and **TO WHOM CONCERNED** recorded **SEPTEMBER 16, 1968** in Book 709 at Page 765.
47. Terms, conditions, provisions, agreements, burdens and obligations as contained in **GAS PURCHASE AGREEMENT** between **MONSANTO COPANY** and **COLORADO INTERSTATE GAS COMPANY** recorded **MAY 6, 1976** in Book 760 at Page 829.
48. All of our rights, title and interest in and to any oil, gas and other minerals as conveyed in **MINERAL Deed** from **W. HAROLD SCHOCKE and VERDIE L. SCHOCKE** to **COLORADO INTERESTATE GAS COMPANY**, recorded **FEBRUARY 2, 1993** in Book 951 at Page 462, and any and all assignments thereof or interests therein.
49. Terms, conditions, provisions, agreements, burdens and obligations as contained in **GAS STORAGE LEASE** between **W. HAROLD SCHOCKE and VERDIE L. SCHOCKE** and **COLORADO INTERSTATE GAS COMPANY** recorded **FEBRUARY 2, 1993** in Book 951 at Page 472.

Commitment Schedule B-II

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50. Terms, conditions, provisions, agreements, burdens and obligations as contained in GAS STORAGE LEASE between VAUGHN W. YEAROUS and DIANA L. YEAROUS and YOUNG GAS STORAGE COMPANY LTD recorded SEPTEMBER 7, 1999 in Book 1059 at Page 20.

51. Easement and right of way for DEEP HOLE CATHODIC PROTECTION UNIT purposes as granted by DONALD G. REID to COLORADO INTERSTATE GAS COMPANY as contained in instrument recorded SEPTEMBER 8, 2010, at Reception No. 863486, the location of said easement and right of way not being specifically defined.

52. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 1, 1981 IN BOOK 819 AT PAGE 623; (E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 1, 1983 IN BOOK 846 AT PAGE 797; (F) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK 859 AT PAGE 600; (G) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK 871 AT PAGE 554; AND (H) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 2, 1986 IN BOOK 882 AT PAGE 904.

PARCEL D:

53. Reservation as contained in United States Patent recorded AUGUST 14, 1920 in Book 155 at Page 254 as follows: Right of way for ditches or canals constructed by the authority of the United States.

54. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 26, 1909 in Book 73 at Page 4, said road to be not less than 60 feet in width.

55. Right of way for ROAD purposes as specified in ROAD PETITION recorded MAY 29, 1916 in Book 73 at Page 76, said road to be not less than 60 feet in width.

56. An undivided 2/5 interest in all oil, gas and other mineral rights, as conveyed by A.C. BERRYHILL in the instrument to JACOB P. DEHAVEN recorded JUNE 4, 1938 in Book 366 at Page 207, and any and all assignments thereof or interests therein.

57. An undivided 30% interest in all oil, gas and other mineral rights, as conveyed by HUGH R. PLUMB in the instrument to A.C. BERRYHILL recorded SEPTEMBER 19, 1942 in Book 396 at Page 210, and any and all assignments thereof or interests therein.

58. An undivided 1/5 interest in all oil, gas and other mineral rights, as reserved by HUGH R. PLUMB aka H.R. PLUMB in the instrument to W. HAROLD SCHOCKE and VERDIE L. SCHOCKE recorded MAY 2, 1949 in Book 459 at Page 325, and any and all assignments thereof or interests therein.

59. All oil, gas and other mineral rights presently owned by them in and to the subject property as conveyed in Deed from W. HAROLD SCHOCKE and VERDIE L. SCHOCKE to COLORADO INTERSTATE GAS COMPANY, recorded FEBRUARY 2, 1993 in Book 951 at Page 462, and any and all assignments thereof or interests therein.

60. Terms, conditions, provisions, agreements, burdens and obligations as contained in GAS STORAGE LEASE between W. HAROLD SCHOCKE and VERDIE L. SCHOCKE and COLORADO INTERSTATE GAS COMPANY recorded FEBRUARY 2, 1993 in Book 951 at Page 472.

61. Terms, conditions, provisions, agreements, burdens and obligations as contained in MORGAN COUNTY COLORADO BOARD OF COMMISSIONERS RESOLUTION 2018-BCC39 between KYLE and JENNIFER EIRING and 0 recorded OCTOBER 17, 2018 at Reception No. 914835.

Commitment Schedule B-II

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62. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) COLORADO INTERSTATE GAS COMPANY RECORDED AUGUST 31, 1984 IN BOOK 859 AT PAGE 600; (E) COLORADO INTERSTATE GAS COMPANY RECORDED SEPTEMBER 3, 1985 IN BOOK 871 AT PAGE 554; AND (F) PANTERA ENERGY COMPANY, RECORDED NOVEMBER 9, 1981 IN BOOK 822 AT PAGE 878.

ALL PARCELS:

63. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.

64. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B-Section 1 and a Schedule C (if applicable) with matching Numbers.

Commitment Schedule B-II

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**SCHEDULE B -SECTION 2
CONTINUED**

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title entity conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

Commitment Schedule B-II

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No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Insurance Regulation 8-1-3, this is notification of the availability of Title Closing Protection Letters written by First American Title Insurance Company.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Commitment Schedule B-II

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FINAL AFFIDAVIT AND AGREEMENT

The undersigned, as General Contactor and/or Owner and Purchaser, for the purpose of inducing Northern Colorado Title Services to issue its Loan and/or Owners Policy for Title Insurance in connection with the property described as:

SEE ATTACHED EXHIBIT "A"

Do hereby make the following representations to Northern Colorado Title Services with full knowledge and intent that said Company shall rely thereon:

OWNER'S AND/OR GENERAL CONTRACTOR'S STATEMENT:

1. The undersigned is/are the owner(s) of the said property and there are no other present owner(s) of this property or any portion thereof.
2. The undersigned have possession of all of this property and no other person or entity has any right or claim, written or verbal, to use or possess any portion of said property.
3. The undersigned know of no easements, rights of way, liens, agreements, options, contracts or other rights in or claims to the property, written or verbal, recorded or unrecorded, other than those disclosed in the Commitment for Title Insurance.
4. That all persons, firms and corporations, including the General Contractor, and all subcontractors, who have furnished services, labor or materials, use for construction, renovation, repair, maintenance, remodeling or other types of construction of improvements on the real estate described, have been paid in full. And the undersigned is/are aware of no invoices, bills, claims or demands for labor, services or materials for which claim of payment has been made.
5. That no claims have been made to the undersigned, nor is any suit now pending of any contractor, subcontractor, laborer or material men, and that no chattel mortgages, conditional bills of sale, security agreements or financing statements have been made, or are outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in said premises.
6. That all of the improvements constructed on the real estate herein described were completed on or before _____

PURCHASER'S STATEMENT:

1. That the improvements on the real estate herein described have been fully completed by the General Contractor and have been accepted by the undersigned as completed and as satisfactory.
2. That the full purchase price has been paid by said Purchasers to said contractor and/or Seller.
3. That said premises (were) (will be) occupied by said Purchasers on or about _____.
4. That the undersigned have not caused or agreed to or contracted for any labor, services or materials to be furnished or work to be done on said improvements which materials or labor have not been paid for in full, or which material or labor could give rise to mechanic's or other statutory liens and have not executed any security agreements or financing statements for materials, appliances, fixtures or furnishings placed upon or installed in said premises.

THEREFORE THE UNDERSIGNED DO JOINTLY AND SEVERALLY HEREBY AGREE TO PROTECT, DEFEND AND SAVE HARMLESS AGAINST ALL LIABILITY, LOSS, DAMAGE, COSTS AND ATTORNEY FEES BY REASON OF ANY CLAIMS OR LIENS ASSERTED WITH RESPECT TO THE MATTERS DESCRIBED IN THE ABOVE PARAGRAPH(S). THIS PARAGRAPH SHALL APPLY ONLY TO EACH OF THE UNDERSIGNED ONLY TO THE EXTENT OF THE ABOVE REPRESENTATIONS MADE BY EACH PERSON SIGNING ON THE EXHIBIT "A" FORM ATTACHED HERETO AND MADE PART HEREOF.

SEE ATTACHED EXHIBIT "A" FOR PROPERTY LEGAL DESCRIPTION, SIGNATURE LINES AND REQUIRED ACKNOWLEDGMENT

EXHIBIT "A"
FINAL AFFIDAVIT AND AGREEMENT

PARCEL A:

The SW1/4 of Section 1, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado

PARCEL B:

Lots 3 and 4 (N1/2NW1/4) and S1/2NW1/4 and the SE1/4 of Section 2, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

PARCEL C:

The NE1/4 and SE1/4 of Section 11, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado, EXCEPT that parcel conveyed in Book 774 at page 943, EXCEPT a parcel conveyed in Book 1039 at page 719, EXCEPT a parcel described in Book 1230 at page 644, AND EXCEPT a parcel conveyed at Reception No. 890588.

PARCEL D:

The N1/2NW1/4 of Section 12, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

(Contractor) _____

Owner:

KYLE R. EIRING and JENNIFER S. EIRING

Purchaser:

State of _____

County of _____

The foregoing instrument was acknowledged before me this day, _____ by
KYLE R. EIRING and JENNIFER S. EIRING,

Witness my hand and official seal.

My commission expires: _____

Notary Public

AFFIDAVIT AND INDEMNITY AS TO NON-RECORDED TITLE RIGHTS

**NORTHERN COLORADO TITLE SERVICES CO., INC.
130 WEST KIOWA AVENUE
FORT MORGAN, COLORADO 80701
(970)867-0233
(970)867-7750 FAX**

NCT ORDER#: NCT22849

DATE: _____

LEGAL DESCRIPTION:

PARCEL A:

The SW1/4 of Section 1, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado

PARCEL B:

Lots 3 and 4 (N1/2NW1/4) and S1/2NW1/4 and the SE1/4 of Section 2, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

PARCEL C:

The NE1/4 and SE1/4 of Section 11, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado, EXCEPT that parcel conveyed in Book 774 at page 943, EXCEPT a parcel conveyed in Book 1039 at page 719, EXCEPT a parcel described in Book 1230 at page 644, AND EXCEPT a parcel conveyed at Reception No. 890588.

PARCEL D:

The N1/2NW1/4 of Section 12, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

ADDRESS: VACANT

1. First American Title Insurance Company HAS BEEN ASKED TO ISSUE IT'S OWNER'S AND/OR MORTGAGEE'S POLICY OF TITLE INSURANCE WITHOUT THE STANDARD PRE-PRINTED SCHEDULE B EXCEPTION FOR "RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS" AND/OR TO ISSUE SAID POLICY WITH AFFIRMATIVE INSURANCE RELATIVE TO SUCH RIGHTS OR CLAIMS.

2. THE AFFIANT DOES HEREBY CERTIFY THAT AT THE DATE HEREOF THE FOLLOWING LEASES, LEASEHOLDS, TENANTS, TENANCIES AND/OR POSSESSORY RIGHTS, WHICH DO NOT APPEAR OF RECORD, AFFECT SUBJECT PROPERTY:

(IF NONE, SAY NONE, IF ANY, ITEMIZE AND BE SPECIFIC.)

3. THE AFFIANT CERTIFIES THAT NONE OF THE ABOVE SAID RIGHTS OR INTERESTS AND DOCUMENTS RELATIVE THERETO CONTAIN AN OPTION TO PURCHASE OR A RIGHT OF FIRST REFUSAL OR OTHER SIMILAR TYPE RIGHTS EXCEPT:

(IF NONE, SAY NONE, IF ANY, ITEMIZE AND BE SPECIFIC.)

4. THE AFFIANT CERTIFIES THAT THE ABOVE SAID RIGHTS OR INTERESTS AND DOCUMENTS RELATIVE THERETO,, IF ANY, ARE BY THEIR TERMS JUNIOR AND SUBORDINATE TO THE LIEN OF THE DEED OF TRUST OR MORTGAGE THAT First American Title Insurance Company HAS BEEN ASKED TO INSURE IN SAID OWNER'S AND/OR MORTGAGEE'S POLICY, EXCEPT AS FOLLOWS:

5. AFFIANT AGREES TO FURNISH First American Title Insurance Company WITH COPIES OF ANY DOCUMENTS CREATING SUCH LEASEHOLD INTERESTS OR OTHER RIGHTS OR INTERESTS UPON First American Title Insurance Company'S REQUEST IF First American Title Insurance Company DEEMS IT NECESSARY TO REVIEW THESE DOCUMENTS PRIOR TO THE ISSUANCE OF THE OWNER'S AND/OR MORTGAGEE'S TITLE POLICY.
6. THE AFFIANT DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS First American Title Insurance Company AND THE INSURED OWNER AND/OR MORTGAGEE AGAINST ANY LOSS OR DAMAGE WHICH First American Title Insurance Company MAY SUSTAIN BY REASON OF THE ISSUANCE OF ITS OWNER'S AND/OR MORTGAGEE'S POLICY OF TITLE INSURANCE WITHOUT SAID STANDARD EXCEPTION OR THE ISSUANCE OF SUCH AFFIRMATIVE INSURANCE IN RELIANCE OF THIS AFFIDAVIT. IF THERE IS MORE THAN ONE AFFIANT, ALL SHALL BE JOINTLY AND SEVERLY LIABLE.

DATED THIS _____ DAY OF _____, 20_____.

(Affiant)

(Affiant)

STATE OF COLORADO

COUNTY OF MORGAN

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 20_____.

BY and

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SEAL:

PROOF OF UTILITIES & ACCESS

Water

Sewer

Ditch Company

CDOT or Road & Bridge

Architecture Control Approval

Any other utilities or access documentation

UTILITIES &
ACCESS

MORGAN COUNTY QUALITY WATER

P.O. BOX 1218
FORT MORGAN, CO 80701
(970) 867-3054

www.mcqwd.org

SRVC	PRESENT RDG	PREVIOUS RDG	USED	AMOUNT
WAT	3690	3667	23000	84.24

Happy Memorial Day
ELECTRONIC PAYMENT CUSTOMER - DO NOT PAY

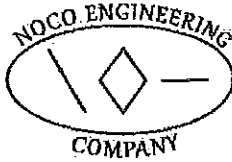
PLEASE RETURN THIS STUB WITH PAYMENT

SRVC ADDR	16769 ROAD W	ACCOUNT #	003842
NOW DUE	DUE DATE	REMIT AFTER DUE DATE	84.24
84.24	05/10/21		

US FOUNTAIN
Permit #19
Fort Morgan CO 80701

ACCOUNT #	ROUTE
003842	06
SERVICE FROM	SERVICE TO
03/29/21	04/28/21
DATE BILL MAILED	DAYS USED
04/30/21	30
DUE DATE	NOW DUE
05/10/21	84.24
REMIT AFTER DUE DATE	84.24
RETURN SERVICE REQUESTED	

JONATHAN HOLTHUIS
16769 ROAD W
FORT MORGAN, CO 80701-9430



11323 Coal Mine Street
Firestone, CO 80504
Phone: 720-324-3625
www.nec-engrs.com

4-19-21
all okay

km

File No: 21-006.05

April 19, 2021

Morgan County Quality Water District
P.O. Box 1218
Fort Morgan, CO 80701

ATTN: Kent Pflager, Manager

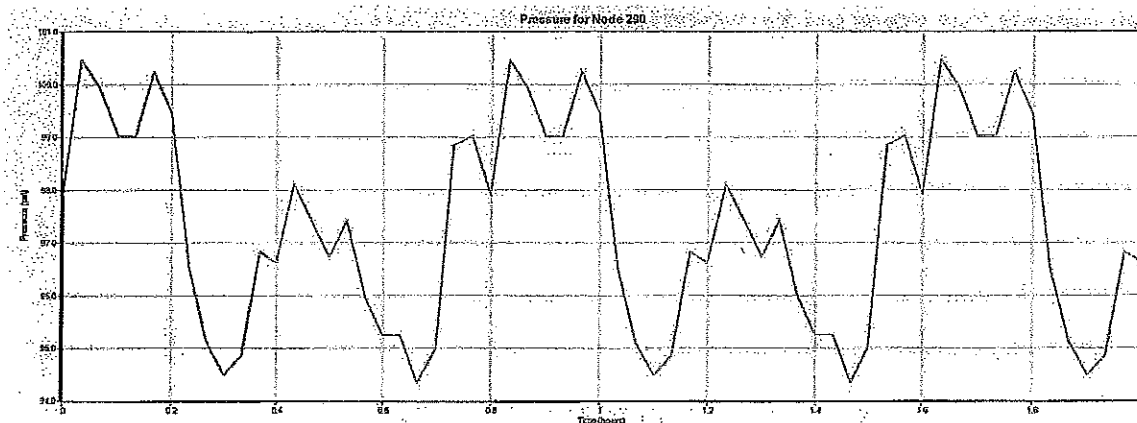
RE: Tap Request 2021-07 – Node 290

Dear Kent:

The analysis for the following tap request has been completed:

Applicant	No. of Requested Taps	Location
Kyle Eiring	Three (3) 5/8" Tap	MCR 17 and W

The request is for three (3) 5/8" taps to serve a proposed residential development. The proposed location can be serviced from the existing ten-inch (10") AC waterline on MCR W. The existing pressures in this area are between 94 and 100 psi. With the addition of the tap, the pressure range is modeled between 94 and 100 psi as shown on the graph below.



The following table indicates the impact of this request on the peak-hour pressures at critical areas within the District without any improvements.

Location	Pressure Before Proposed Taps Added (psi)	Pressure After Proposed Taps Added (psi)
Wiggins Pump Station Inlet (#1140)	41	41
Road 23 (North End #2110)	74	74
North of Jackson Lake (#1921)	26	26
Northeast End of District (#2230)	85	85
Adams Co. (#1250)	35	35

* Spreadsheet was modified which changes the values 4/19/21

System Improvements required to serve this request:

None.

Engineer's Recommendation:

NEC recommends approval of this application. Engineer's recommendation is solely based on the pressures observed from the water model; official/final approval will be from the District in which the District will ensure the application meets all of the District's rules and regulations before issuing final approval. Commercial taps are required to be Board approved.

Master Plan Improvements recommended to serve this request: None.

The applicant is responsible for the construction of any main extensions from the existing line to serve the proposed tap, in accordance with current District Construction Guidelines, and for providing easements for the main extensions located on private property and obtaining permits from the County and other permits that are required. The applicant should make arrangements for the implementation of this request, or express Intent to Proceed, within 90 days of the date of this correspondence. Otherwise, the proposed request will be removed from the model. If the applicant decides to proceed with the installation anytime thereafter, additional analysis may be necessary.

If this request is to serve a commercial tap, and if the Applicant's total water use in any two years out of three consecutive years exceeds 0.7 acre feet times the number of tap equivalents purchased, then the District may require Applicant to purchase additional tap equivalents to cover the additional demand, and the volumetric limits shall be modified to reflect the additional tap equivalents.

If you have any questions, please do not hesitate to call.

Sincerely,

Josh Cook

Josh Cook, P.E.

President

NOCO Engineering Company

Attachment

**MORGAN COUNTY QUALITY WATER DISTRICT
CONTRACT FOR SERVICE**

**Tap #3075
Eng. #2021-07
Account #005464**

NAME OF CUSTOMER Kyle & Jennifer Eiring
BILL TO ADDRESS: 14129 County Road X, Weldona, CO 80653
TELEPHONE #: 970-768-3531

Customer contract for Residential ☒ Multi-family Residential _____, or Commercial Potable _____ service with MORGAN COUNTY QUALITY WATER DISTRICT ("District") as follows:

A. Tap cost: Tap Equivalents X Total Tap Cost + Inclusion Fee + Line Reimbursement – Paid at Signing = Balance Due

Tap Equivalents	Plant Investment fee	Raw Water fee	Total Tap Cost	Inclusion Fee into MCQWD	Line Reimbursement	Paid at Signing	Balance Due
1	\$10,400	\$39,500	\$49,900	N/A	N/A	\$39,500	\$10,400
Line installation deposit to be paid at signing= n/a							

B. Upon signing this contract, Customer shall pay the raw water fee or transfer to the District raw water approved by the District, and Customer shall also pay a deposit for the line installation from the mainline to the meter in excess of 100 feet ("line installation deposit"). The tap cost includes installation of water meter pit and meter, which shall be located on property owned by Customer ("Property") at the Property line. Customer must pay the Balance Due on or before 12 months of the date of this contract or tap activation (installation of meter and provision of water), whichever is earlier, plus any additional costs for the line installation not covered by the deposit. If not paid in full, the meter shall not be installed, this contract shall be deemed null and void, the Customer shall forfeit all rights to the tap and water service and to any refund, and the District shall retain payments by Customer. Any unused portion of the line installation deposit shall be credited to Customer. **After six months, Customer shall pay the District's monthly base rate regardless of whether the tap is activated.**

C. In the event Customer is unable to secure the approval of a governmental body necessary to construct the project that will be served by the tap on or before six months from the date of this contract, or in the event Customer is unable to secure the approval of a governmental body necessary for inclusion into the District on or before ten months from the date of this Contract, then in either event, Customer may cancel the contract within 30 days from the expiration of said time periods and the total amount paid toward the total tap fee less engineering costs shall be refunded.

D. The tap, including the right to receive water service, shall be assigned and appurtenant to Property described on the attached Engineering Study, Exhibit A located in E1/2 Section 11, Township 4 North, Range 58 West, Parcel #104111000005. The tap cannot be sold or conveyed separate from the Property or transferred to any other property or physical location or use, except Customer may transfer the tap and right to receive water service to a subsequent owner of the Property upon the District's approval of an application for a transfer/assignment.

E. Customer hereby grants to the District a right of ingress and egress over and across the Property for the purpose of installation, construction, maintenance, repair and replacement, of all appurtenances necessary for distribution and service of water to the land of Customer. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and Customer not be able to fasten the lid securely, Customer shall contact the District office to request assistance in securing the lid.

F. Customer does not have the right to use any return flows from Customer's use of the tap. Only the District may claim and take credit for or otherwise use the return flows.

G. Customer will comply with the Rules and Regulations as from time to time are promulgated by the Board of Directors of the District. Current Rules and Regulations are available from the District upon request. If someone other than Customer occupies the Property and uses the tap, Customer shall remain responsible for compliance with this contract.

H. In the event that the Customer elects to terminate service, upon 30-days advance written notice by Customer of such action, the District may terminate this contract for service and the tap shall be considered abandoned.

I. Customer agrees to pay the District such amount as may be established from time to time by the District as the water rate or charge for such water service. The minimum payment established from time to time by the Board shall be due and payable regardless of the quantity of water used.

J. In the event of delinquency of any monthly service charges or other violation of its Rules and Regulations, including but not limited to unmetered water use, illegal cross-connections, and failure of the Property to be included in the District, the District may suspend or discontinue water service. Until paid, all fees, rates, charges, or penalties shall constitute a perpetual lien on and against the Property that runs with the land, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado and any Rules adopted by the District.

K. Residential taps shall not be used to serve more than one single-family residence on the Property, plus restrooms in non-residential outbuildings on the Property, for each Tap Equivalent associated with the residential tap. The District may require purchase of additional Tap Equivalents if the demand exceeds 0.7 acre feet per calendar year per Tap Equivalent in more than two consecutive years.

L. The raw water fee for commercial potable and multi-family residential water service is based on a maximum water demand of 0.7 acre feet per calendar year per Tap Equivalent ("maximum annual demand"). If Customer's actual usage exceeds the maximum annual demand ("overage") in any two consecutive years, then the District shall notify the Customer of the overage. Within 60 days after notice is given, Customer and the District shall take sufficient measures approved by the District to prevent future overages. The District may require installation of a flow reduction valve at the expense of Customer to prevent future overages. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District, the District in its sole discretion may allow the Customer to purchase additional Tap Equivalents to increase the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. The tap is designed for a flow rate not to exceed 20 gpm, and customer agrees not to take delivery of water at a greater rate.

N. The District is responsible only to make available to the Property such water at such pressure and flow rate as may be available at the point of delivery as a result of the District's normal operation of its water distribution system. The District does not guarantee an uninterrupted supply of water. Water service may be limited or interrupted at any time for many reasons, such as emergencies, events beyond the District's control, and repairs, maintenance, and improvements or replacement of the main lines or other portions of the system. The pressure and flow rates within the system vary depending upon location and season and other factors. The District recommends Customer consult with the District before Customer installs any lawn irrigation or other systems that require a specified flow rate, minimum pressure, or pressure reducing valves or booster pumps.

O. Customer is the owner and is solely responsible for installation, maintenance, repair, and replacement of lines and facilities on Customer's property between the water meter and Customer's point of use. The District bears no responsibility whatsoever for Customer's lines and facilities.

P. Customer shall not cause or allow any foreign substances, chemicals, or other pollutants of any kind or nature to enter the District's water system through backflow or otherwise. Customer is responsible for the installation and testing of approved backflow prevention devices beyond the meter, which devices must meet or exceed standards required by applicable laws and the District's Rules and Regulations. Customer shall allow the District access to the Property to inspect and test such devices.

Q. Customer shall indemnify and hold the District harmless from any claims, demands, or judgments or other liability for loss, injury, or damage to any persons or property, including District personnel and property, which the District may incur as a result of or arising out of the acts or omissions of Customer or Customer's use of, or connection to, the District's system, except to the extent caused by the negligent acts or omissions of the District.


R. Failure of the District to enforce any provision of this contract or any of the District's rules or regulations shall not give rise to any claim or defense of laches, waiver, or estoppel.

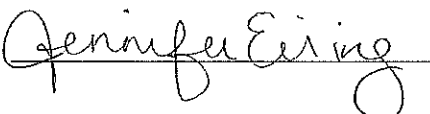
S. This contract is a condition of water service and binding upon the heirs, successors and assigns of Customer.

Dated: July 8, 2021

MORGAN COUNTY QUALITY WATER DISTRICT

CUSTOMER

 General Manager



**MORGAN COUNTY QUALITY WATER DISTRICT
CONTRACT FOR SERVICE**

**Tap #3074
Eng. #2021-07
Account #005463**

NAME OF CUSTOMER Kyle & Jennifer Eiring
BILL TO ADDRESS: 14129 County Road X, Weldona, CO 80653
TELEPHONE #: 970-768-3531

Customer contract for Residential X, Multi-family Residential _____, or Commercial Potable _____ service with MORGAN COUNTY QUALITY WATER DISTRICT ("District") as follows:

A. Tap cost: Tap Equivalents X Total Tap Cost + Inclusion Fee + Line Reimbursement - Paid at Signing = Balance Due

Tap Equivalents	Plant Investment fee	Raw Water fee	Total Tap Cost	Inclusion Fee into MCQWD	Line Reimbursement	Paid at Signing	Balance Due
1	\$10,400	\$39,500	\$49,900	N/A	N/A	\$39,500	\$10,400
Line installation deposit to be paid at signing= n/a							

B. Upon signing this contract, Customer shall pay the raw water fee or transfer to the District raw water approved by the District, and Customer shall also pay a deposit for the line installation from the mainline to the meter in excess of 100 feet ("line installation deposit"). The tap cost includes installation of water meter pit and meter, which shall be located on property owned by Customer ("Property") at the Property line. Customer must pay the Balance Due on or before 12 months of the date of this contract or tap activation (Installation of meter and provision of water), whichever is earlier, plus any additional costs for the line installation not covered by the deposit. If not paid in full, the meter shall not be installed, this contract shall be deemed null and void, the Customer shall forfeit all rights to the tap and water service and to any refund, and the District shall retain payments by Customer. Any unused portion of the line installation deposit shall be credited to Customer. **After six months, Customer shall pay the District's monthly base rate regardless of whether the tap is activated.**

C. In the event Customer is unable to secure the approval of a governmental body necessary to construct the project that will be served by the tap on or before six months from the date of this contract, or in the event Customer is unable to secure the approval of a governmental body necessary for inclusion into the District on or before ten months from the date of this Contract, then in either event, Customer may cancel the contract within 30 days from the expiration of said time periods and the total amount paid toward the total tap fee less engineering costs shall be refunded.

D. The tap, including the right to receive water service, shall be assigned and appurtenant to Property described on the attached Engineering Study, Exhibit A located in E1/2 Section 11, Township 4 North, Range 58 West, Parcel #104111000005. The tap cannot be sold or conveyed separate from the Property or transferred to any other property or physical location or use, except Customer may transfer the tap and right to receive water service to a subsequent owner of the Property upon the District's approval of an application for a transfer/assignment.

E. Customer hereby grants to the District a right of ingress and egress over and across the Property for the purpose of installation, construction, maintenance, repair and replacement, of all appurtenances necessary for distribution and service of water to the land of Customer. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and Customer not be able to fasten the lid securely, Customer shall contact the District office to request assistance in securing the lid.

F. Customer does not have the right to use any return flows from Customer's use of the tap. Only the District may claim and take credit for or otherwise use the return flows.

G. Customer will comply with the Rules and Regulations as from time to time are promulgated by the Board of Directors of the District. Current Rules and Regulations are available from the District upon request. If someone other than Customer occupies the Property and uses the tap, Customer shall remain responsible for compliance with this contract.

H. In the event that the Customer elects to terminate service, upon 30-days advance written notice by Customer of such action, the District may terminate this contract for service and the tap shall be considered abandoned.

I. Customer agrees to pay the District such amount as may be established from time to time by the District as the water rate or charge for such water service. The minimum payment established from time to time by the Board shall be due and payable regardless of the quantity of water used.

J. In the event of delinquency of any monthly service charges or other violation of its Rules and Regulations, including but not limited to unmetered water use, illegal cross-connections, and failure of the Property to be included in the District, the District may suspend or discontinue water service. Until paid, all fees, rates, charges, or penalties shall constitute a perpetual lien on and against the Property that runs with the land, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado and any Rules adopted by the District.

K. Residential taps shall not be used to serve more than one single-family residence on the Property, plus restrooms in non-residential outbuildings on the Property, for each Tap Equivalent associated with the residential tap. The District may require purchase of additional Tap Equivalents if the demand exceeds 0.7 acre feet per calendar year per Tap Equivalent in more than two consecutive years.

L. The raw water fee for commercial potable and multi-family residential water service is based on a maximum water demand of 0.7 acre feet per calendar year per Tap Equivalent ("maximum annual demand"). If Customer's actual usage exceeds the maximum annual demand ("overage") in any two consecutive years, then the District shall notify the Customer of the overage. Within 60 days after notice is given, Customer and the District shall take sufficient measures approved by the District to prevent future overages. The District may require installation of a flow reduction valve at the expense of Customer to prevent future overages. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District, the District in its sole discretion may allow the Customer to purchase additional Tap Equivalents to increase the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. The tap is designed for a flow rate not to exceed 20 gpm, and customer agrees not to take delivery of water at a greater rate.

N. The District is responsible only to make available to the Property such water at such pressure and flow rate as may be available at the point of delivery as a result of the District's normal operation of its water distribution system. The District does not guarantee an uninterrupted supply of water. Water service may be limited or interrupted at any time for many reasons, such as emergencies, events beyond the District's control, and repairs, maintenance, and improvements or replacement of the main lines or other portions of the system. The pressure and flow rates within the system vary depending upon location and season and other factors. The District recommends Customer consult with the District before Customer installs any lawn irrigation or other systems that require a specified flow rate, minimum pressure, or pressure reducing valves or booster pumps.

O. Customer is the owner and is solely responsible for installation, maintenance, repair, and replacement of lines and facilities on Customer's property between the water meter and Customer's point of use. The District bears no responsibility whatsoever for Customer's lines and facilities.

P. Customer shall not cause or allow any foreign substances, chemicals, or other pollutants of any kind or nature to enter the District's water system through backflow or otherwise. Customer is responsible for the installation and testing of approved backflow prevention devices beyond the meter, which devices must meet or exceed standards required by applicable laws and the District's Rules and Regulations. Customer shall allow the District access to the Property to inspect and test such devices.

Q. Customer shall indemnify and hold the District harmless from any claims, demands, or judgments or other liability for loss, injury, or damage to any persons or property, including District personnel and property, which the District may incur as a result of or arising out of the acts or omissions of Customer or Customer's use of, or connection to, the District's system, except to the extent caused by the negligent acts or omissions of the District.

R. Failure of the District to enforce any provision of this contract or any of the District's rules or regulations shall not give rise to any claim or defense of laches, waiver, or estoppel.

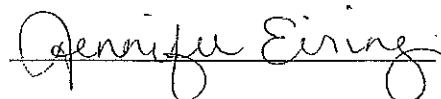
S. This contract is a condition of water service and binding upon the heirs, successors and assigns of Customer.

Dated: July 8, 2021

MORGAN COUNTY QUALITY WATER DISTRICT

 General Manager

CUSTOMER



**MORGAN COUNTY QUALITY WATER DISTRICT
CONTRACT FOR SERVICE**

Tap #**3073**
Eng. #**2021-07**
Account #**005462**

NAME OF CUSTOMER Kyle & Jennifer Elring
BILL TO ADDRESS: 14129 County Road X, Weldona, CO 80653
TELEPHONE #: 970-768-3531

Customer contract for Residential X, Multi-family Residential _____, or Commercial Potable _____ service with MORGAN COUNTY QUALITY WATER DISTRICT ("District") as follows:

A. Tap cost: Tap Equivalents X Total Tap Cost + Inclusion Fee + Line Reimbursement - Paid at Signing = Balance Due

Tap Equivalents	Plant Investment fee	Raw Water fee	Total Tap Cost	Inclusion Fee into MCQWD	Line Reimbursement	Paid at Signing	Balance Due
1	\$10,400	\$39,500	\$49,900	N/A	N/A	\$39,500	\$10,400
Line installation deposit to be paid at signing= n/a							

B. Upon signing this contract, Customer shall pay the raw water fee or transfer to the District raw water approved by the District, and Customer shall also pay a deposit for the line installation from the mainline to the meter in excess of 100 feet ("line installation deposit"). The tap cost includes installation of water meter pit and meter, which shall be located on property owned by Customer ("Property") at the Property line. Customer must pay the Balance Due on or before 12 months of the date of this contract or tap activation (installation of meter and provision of water), whichever is earlier, plus any additional costs for the line installation not covered by the deposit. If not paid in full, the meter shall not be installed, this contract shall be deemed null and void, the Customer shall forfeit all rights to the tap and water service and to any refund, and the District shall retain payments by Customer. Any unused portion of the line installation deposit shall be credited to Customer. **After six months, Customer shall pay the District's monthly base rate regardless of whether the tap is activated.**

C. In the event Customer is unable to secure the approval of a governmental body necessary to construct the project that will be served by the tap on or before six months from the date of this contract, or in the event Customer is unable to secure the approval of a governmental body necessary for inclusion into the District on or before ten months from the date of this Contract, then in either event, Customer may cancel the contract within 30 days from the expiration of said time periods and the total amount paid toward the total tap fee less engineering costs shall be refunded.

D. The tap, including the right to receive water service, shall be assigned and appurtenant to Property described on the attached Engineering Study, Exhibit A located in E1/2 Section 11, Township 4 North, Range 58 West, Parcel #104111000005. The tap cannot be sold or conveyed separate from the Property or transferred to any other property or physical location or use, except Customer may transfer the tap and right to receive water service to a subsequent owner of the Property upon the District's approval of an application for a transfer/assignment.

E. Customer hereby grants to the District a right of ingress and egress over and across the Property for the purpose of installation, construction, maintenance, repair and replacement, of all appurtenances necessary for distribution and service of water to the land of Customer. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and Customer not be able to fasten the lid securely, Customer shall contact the District office to request assistance in securing the lid.

F. Customer does not have the right to use any return flows from Customer's use of the tap. Only the District may claim and take credit for or otherwise use the return flows.

G. Customer will comply with the Rules and Regulations as from time to time are promulgated by the Board of Directors of the District. Current Rules and Regulations are available from the District upon request. If someone other than Customer occupies the Property and uses the tap, Customer shall remain responsible for compliance with this contract.

H. In the event that the Customer elects to terminate service, upon 30-days advance written notice by Customer of such action, the District may terminate this contract for service and the tap shall be considered abandoned.

I. Customer agrees to pay the District such amount as may be established from time to time by the District as the water rate or charge for such water service. The minimum payment established from time to time by the Board shall be due and payable regardless of the quantity of water used.

J. In the event of delinquency of any monthly service charges or other violation of its Rules and Regulations, including but not limited to unmetered water use, illegal cross-connections, and failure of the Property to be included in the District, the District may suspend or discontinue water service. Until paid, all fees, rates, charges, or penalties shall constitute a perpetual lien on and against the Property that runs with the land, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado and any Rules adopted by the District.

K. Residential taps shall not be used to serve more than one single-family residence on the Property, plus restrooms in non-residential outbuildings on the Property, for each Tap Equivalent associated with the residential tap. The District may require purchase of additional Tap Equivalents if the demand exceeds 0.7 acre feet per calendar year per Tap Equivalent in more than two consecutive years.

L. The raw water fee for commercial potable and multi-family residential water service is based on a maximum water demand of 0.7 acre feet per calendar year per Tap Equivalent ("maximum annual demand"). If Customer's actual usage exceeds the maximum annual demand ("overage") in any two consecutive years, then the District shall notify the Customer of the overage. Within 60 days after notice is given, Customer and the District shall take sufficient measures approved by the District to prevent future overages. The District may require installation of a flow reduction valve at the expense of Customer to prevent future overages. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District, the District in its sole discretion may allow the Customer to purchase additional Tap Equivalents to increase the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. The tap is designed for a flow rate not to exceed 20 gpm, and customer agrees not to take delivery of water at a greater rate.

N. The District is responsible only to make available to the Property such water at such pressure and flow rate as may be available at the point of delivery as a result of the District's normal operation of its water distribution system. The District does not guarantee an uninterrupted supply of water. Water service may be limited or interrupted at any time for many reasons, such as emergencies, events beyond the District's control, and repairs, maintenance, and improvements or replacement of the main lines or other portions of the system. The pressure and flow rates within the system vary depending upon location and season and other factors. The District recommends Customer consult with the District before Customer installs any lawn irrigation or other systems that require a specified flow rate, minimum pressure, or pressure reducing valves or booster pumps.

O. Customer is the owner and is solely responsible for installation, maintenance, repair, and replacement of lines and facilities on Customer's property between the water meter and Customer's point of use. The District bears no responsibility whatsoever for Customer's lines and facilities.

P. Customer shall not cause or allow any foreign substances, chemicals, or other pollutants of any kind or nature to enter the District's water system through backflow or otherwise. Customer is responsible for the installation and testing of approved backflow prevention devices beyond the meter, which devices must meet or exceed standards required by applicable laws and the District's Rules and Regulations. Customer shall allow the District access to the Property to inspect and test such devices.

Q. Customer shall indemnify and hold the District harmless from any claims, demands, or judgments or other liability for loss, injury, or damage to any persons or property, including District personnel and property, which the District may incur as a result of or arising out of the acts or omissions of Customer or Customer's use of, or connection to, the District's system, except to the extent caused by the negligent acts or omissions of the District.

R. Failure of the District to enforce any provision of this contract or any of the District's rules or regulations shall not give rise to any claim or defense of laches, waiver, or estoppel.

S. This contract is a condition of water service and binding upon the heirs, successors and assigns of Customer.

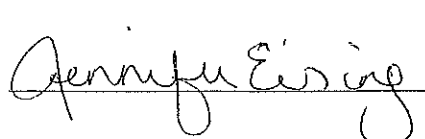
Dated: July 8, 2021

MORGAN COUNTY QUALITY WATER DISTRICT



General Manager

CUSTOMER





District Headquarters - 700 Columbine St., Sterling, CO 80751
(970) 522-3741 - 877-795-0646 - www.nchd.org

June 3, 2021

Kyle and Jennifer Eiring
14129 County Road X
Weldona, CO 80653

Dear Kyle and Jennifer:

Northeast Colorado Health Department (NCHD) has no objection to the Eiring Minor Sub-division consisting of four lots located in the SE1/4 of Section 11, Township 4N, Range 58W of the 6th P.M., Morgan County, Colorado. Total acres involved are approximately 8.95 acres.

Lot one will be approximately 3.13 acres. Said property is currently vacant and potable water will be served by Morgan County Quality Water District.

Lot two will be approximately 1.10 acres. Said property has an existing residence at 16769 CR W, Fort Morgan, CO 80701, with an existing onsite wastewater treatment system, Permit #M21-01. Potable water on said lot is served by the Morgan County Water Quality District.

Lot three will be approximately 2.47 acres. Said property is currently vacant and potable water will be served by Morgan County Quality Water District.

Lot four will be approximately 2.25 acres. Said property is currently vacant and potable water will be served by Morgan County Quality Water District.

Prior to building a residence, the owner(s) shall obtain from this office an application to install or repair an OWTS, and remit the appropriate fee. Construction of an OWTS shall conform to all Northeast Colorado Health Department Onsite Wastewater Treatment System Regulations. Including, but not limited to, setback distances from wells, creeks, irrigation ditches, property lines, buildings, high water, floodway and other septic systems.

If there are any questions please call me at (970) 867-4918 ext. 2260

Sincerely,

A handwritten signature in black ink, appearing to read "Conner Gerken".

Conner Gerken
Environmental Health Specialist
Northeast Colorado Health Department

March 16, 2021

Morgan County Planning and Zoning
Attn: Pam Cherry, Administrator
231 Ensign Street
P.O. Box 596
Fort Morgan, CO 80701-2307

RE: Certification of Electric Power
S ½ of Sec 11, T4N, R58W
Jennifer Eiring

This letter is in regard to a request to provide certification to the Morgan County Planning and Zoning Commission, that we can provide sufficient electric power for Jennifer Eiring in the South Half of Section 11, Township 4 North, Range 58 West.

Morgan County REA presently has electric distribution lines near this property, and will be able to provide electric service to the proposed site.

We hope this letter will suffice. If we can be of any further assistance, please feel free to contact the office.

Sincerely,

Kevin Martens
Field Engineer



Morgan County Rural Electric Association
PO Box 738
Fort Morgan, CO 80701-0738

MORGAN COUNTY REA

"Resolutions Bring" Consensus
The power of community

Contact us via phone at: Or via the web at:
970-867-5688 or www.mcrea.org
800-867-5688

This institution is an equal opportunity provider and employer.

1881 1 AV 0.398
JONATHAN HOLTQUIST
AMY HOLTQUIST
16769 COUNTY RD W
FORT MORGAN CO 80701-9430

5 1881
C-5



Account Number 2327701

Statement Date 05/01/2021 Due Date 05/15/2021

Billing Summary

Previous Balance	149.22
Payment Received 04/15/21	149.22 CR
Balance Forward	0.00
Current Charges	95.91
Amount Due By 05/15/21	95.91

2020 Patronage Capital Allocation

Morgan County REA	\$136.37
Tri-State G&T	\$19.12
Total 2020 Allocation	\$155.49

See reverse of bill for more information

Messages

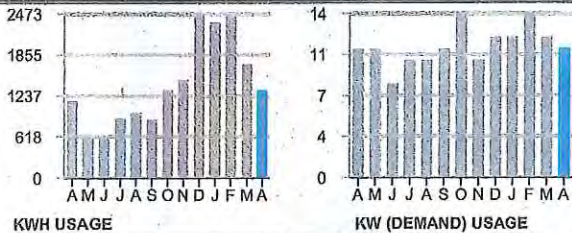
It is that time of year, Patronage Capital Allocation. Please see the back of this bill for an explanation of what this means for you, our member!
The net amount will be paid from your bank account on 05/17/2021.

Location 0458112800 Service Add. 16769 COUNTY ROAD W Service Desc. RESIDENTIAL - NET METER Rate 009

Meter Reading Details	Meter 136829483	
Current KWH Reading	05/01/21	75053
Previous KWH Reading	04/01/21	73739
Total KWH Usage(Multiplier: 1)		1314
Days Served 30		
Current KW Reading		11.302
Billing Demand(Multiplier: 1)		11.302

Detail of Charges	
Total This Service	0.00

KWH Used (NET METERED - USED)



	Days Srvd	KWH/Day	Cost/Day
This Month	30	44	\$0.00
Last Month	31	55	\$0.00
Last Year	30	39	\$0.00

Please Return This Stub With Your Payment

Account#: 2327701
Due Date: 05/15/2021
Amount Due: 95.91
Autopay - Do Not Send Payment

JONATHAN HOLTQUIST
AMY HOLTQUIST
16769 COUNTY ROAD W
FORT MORGAN CO 80701-9430

MORGAN COUNTY REA
PO BOX 738
FORT MORGAN CO 80701-0738

01





Road & Bridge Department

3-18-2021

Kyle and Jennifer Eiring
14129 County Road X
Weldona, CO. 80653

Dear Kyle and Jennifer,

Morgan County Highway Department has no objection to the use of a new driveway located onto Morgan County Road W, as access to the property located at:

Property Legal Description

East ½ of Section 11, Township 4 North, Range 58 West of the 6th P.M.

GPS Coordinates taken using a Jamar RAC Geo II Counter

GPS Coordinates at the centerline of the driveway: 40.319527 Latitude

-103.834518 Longitude

The maximum width allowed for this driveway is 40 feet. At this time no culvert is required. If at a future date, Morgan County determines a culvert is needed for drainage, or any existing culvert needs repaired. The landowner will assume all costs; and driveway must meet Morgan County specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. Culverts that meet Morgan County specifications may be purchased directly from the County, however; Morgan County cannot complete the installation.

Sincerely,

James Rehn
Bridge Manager
Morgan County Government



Road and Bridge Department
REQUEST FOR DRIVEWAY ACCESS LETTER

Requested By: Name: Kyle and Jennifer Eiring Date: 3-2-21

Address: 1429 County Road X

City/State/Zip: Weldona, CO 80753

Phone: 970-7168-3531 (Jennifer) jennifer.eiring@gmail.com

Legal Description: S:11 T:4 R:58 E1/2

Present Driveway Location: None

* New Driveway Location: driveways directly off of Morgan County Road W. north side

If this letter is to be mailed to an address different from above indicate:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Submit this request to: Morgan County Road and Bridge Department
17303 Co Rd S
P.O. Box 516
Fort Morgan, CO 80701
(970) 542-3560 • Fax (970) 542-3569

South 1/2 of S.E 1/4

S.E 1/4 of S. 1/2 of S.E 1/4

For Office Use Only

Determination: _____

GPS Coordinates, Centerline of Driveway in relation to road:

Latitude: 40.319527

Longitude: 103.834518

Maximum Width of Driveway: 40 Feet

Culvert Required: YES / NO If yes, Size: _____ Inch

Driveway Address Code: DRVW-0-8-N8.50-16

Received by: [Signature]

Date: 3-18-2021

Completed by: _____

Date: _____



Road & Bridge Department

3-18-2021

Kyle and Jennifer Eiring
14129 County Road X
Weldona, CO. 80653

Dear Kyle and Jennifer,

Morgan County Highway Department has no objection to the use of a new driveway located onto Morgan County Road W, as access to the property located at:

Property Legal Description

East ½ of Section 11, Township 4 North, Range 58 West of the 6th P.M.

GPS Coordinates taken using a Jamar RAC Geo II Counter

GPS Coordinates at the centerline of the driveway: 40.319528 Latitude

-103.832288 Longitude

The maximum width allowed for this driveway is 40 feet. At this time no culvert is required. If at a future date, Morgan County determines a culvert is needed for drainage, or any existing culvert needs repaired. The landowner will assume all costs; and driveway must meet Morgan County specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. Culverts that meet Morgan County specifications may be purchased directly from the County, however; Morgan County cannot complete the installation.

Sincerely,

James Rehn
Bridge Manager
Morgan County Government



Road and Bridge Department
REQUEST FOR DRIVEWAY ACCESS LETTER

Requested By: Name: Kyle and Jennifer Eiring Date: 3-2-21

Address: 14129 County Road X

City/State/Zip: Weldona, CO 80653

Phone: 970-768-3531 (Jennifer) jennifer.eiring@gmail.com

Legal Description: S:11 T:4 R:58 E:1/2

Present Driveway Location: None

* New Driveway Location: driveways directly off of Morgan County Road W. north side
See attached picture.

If this letter is to be mailed to an address different from above indicate:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Submit this request to: Morgan County Road and Bridge Department
17303 Co Rd S
P.O. Box 516
Fort Morgan, CO 80701
(970) 542-3560 • Fax (970) 542-3569

For Office Use Only

Determination: _____

GPS Coordinates, Centerline of Driveway in relation to road: Latitude: 40.319528
Longitude: 103.832288

Maximum Width of Driveway: 40 Feet

Culvert Required: YES NO If yes, Size: _____ Inch

Driveway Address Code: DRVW-0.9-4N8.50-16

Received by: [Signature] Date: 3-18-2021

Completed by: _____ Date: _____



Road & Bridge Department

3-18-2021

Kyle and Jennifer Eiring
14129 County Road X
Weldona, CO. 80653

Dear Kyle and Jennifer,

Morgan County Highway Department has no objection to the use of a new driveway located onto Morgan County Road W, as access to the property located at:

Property Legal Description

East ½ of Section 11, Township 4 North, Range 58 West of the 6th P.M.

GPS Coordinates taken using a Jamar RAC Geo II Counter

GPS Coordinates at the centerline of the driveway: 40.319513 Latitude

-103.831377 Longitude

The maximum width allowed for this driveway is 40 feet. At this time no culvert is required. If at a future date, Morgan County determines a culvert is needed for drainage, or any existing culvert needs repaired. The landowner will assume all costs; and driveway must meet Morgan County specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. Culverts that meet Morgan County specifications may be purchased directly from the County, however; Morgan County cannot complete the installation.

Sincerely,

James Rehn
Bridge Manager
Morgan County Government



Road and Bridge Department
REQUEST FOR DRIVEWAY ACCESS LETTER

Requested By: Name: Kyle and Jennifer Eiring Date: 3-2-21

Address: 14129 County Road X

City/State/Zip: Weldona, CO 80153

Phone: 970-768-3531 (Jennifer) jennifer.eiring@gmail.com

Legal Description: S:11 T:4 R:58 E:1/2

Present Driveway Location: None

* New Driveway Location: driveways directly off of Morgan County

If this letter is to be mailed to an address different from above indicate:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Road W. north side
See attached
picture.

Submit this request to: Morgan County Road and Bridge Department
17303 Co Rd S
P.O. Box 516
Fort Morgan, CO 80701
(970) 542-3560 • Fax (970) 542-3569

For Office Use Only

Determination: _____

GPS Coordinates, Centerline of Driveway in relation to road: Latitude: 40.319513
Longitude: 103.831377

Maximum Width of Driveway: 40 Feet

Culvert Required: YES (NO) If yes, Size: _____ Inch

Driveway Address Code: DRWN-0.9-NS.75-16

Received by: [Signature] Date: 3-18-2021

Completed by: _____ Date: _____

INFORMATION REGARDING ENVIRONMENTAL IMPACTS

Air Quality

Dust

Existing Vegetation

Land Forms

Noise

Odor

Storm Water Runoff

Water Resources

Wetlands

Wildlife

Visual Amenities

Any Other Environmental Impacts

REFERRALS & RESPONSES

Referrals Sent

Responses Received from Referrals

Landowner Letter

Landowner Letter Responses

PC Notification

Public Comments or Concerns Received



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Division of Wildlife	Century Link
Morgan County Assessor	Kinder Morgan, Inc.
Morgan County Quality Water	Morgan County Communications Center
Morgan County Rural Electric Assoc.	Morgan County Road & Bridge
Morgan County Sheriff Dept.	Morgan Soil Conservation District
Northeast Colorado Health Dept.,	Fort Morgan Rural Fire District
Northern Colorado Water Cons Dist	Xcel Energy
Farm Service Agency, USDA	Lower South Platte Water Conservancy District
City of Fort Morgan	Bijou Irrigation
Weldon Valley Ditch Co.	

FROM: Pam Cherry, Morgan County Planning Administrator
231 Ensign St, PO Box 596, Fort Morgan, CO 80701
970-542-3526 / 970-542-3509 fax / pcherry@co.morgan.co.us

DATE: August 12, 2021

RE: Land Use Application – Minor Subdivision

The following Application for a Minor Subdivision has been submitted to Morgan County. Please review and provide any comments you may have. The application will be considered by the Planning Commission on September 13, 2021 at 7:00 p.m. in the assembly room, 231 Ensign St. Fort Morgan CO.

Applicants and Landowners: Kyle R. & Jennifer S. Eiring and Jonathon & Amy Holtquist

Legal Description: SE ½ of Section 11, Territory 4N, Range 58W of the 6th P.M., Morgan County, Colorado. Also known as 14129 Co Rd X and 16769 Co Road W, Weldona, Colorado 80653.

Request: For a 4 lot minor subdivision – Lot 2 is currently developed and 3 new lots are to be developed.

Please offer any comments or concerns you may have about this application by August 26, 2021. Do not hesitate to contact me at any time if you have questions. **(Site map attached)**



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

August 25, 2021

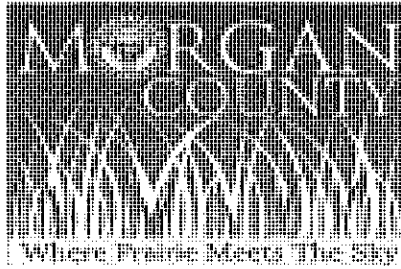
Morgan County Planning and Building Department
231 Ensign / PO Box 596
Fort Morgan, CO 80701

Attn: Pam Cherry

Re: Eiring Minor Subdivision

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the documentation for **Eiring Minor Subdivision** and has **no apparent conflict**.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

August 12, 2021

Dear Neighboring Landowners:

Jennifer and Kyle Eiring as applicants and Jennifer and Kyle Eiring and Jonathon and Amy Holtquist as landowners have submitted an application to our office for a 4 lot minor subdivision. The total is 7.85 acres being used for new home sites. Lot 2 is currently developed; lots 1, 3 and 4 are to be developed. Located: SE ½ of Section 11, Territory 4N, Range 58W of the 6th P.M., Morgan County, Colorado. Also known 16769 Co Road W, Weldona, Colorado 80653.

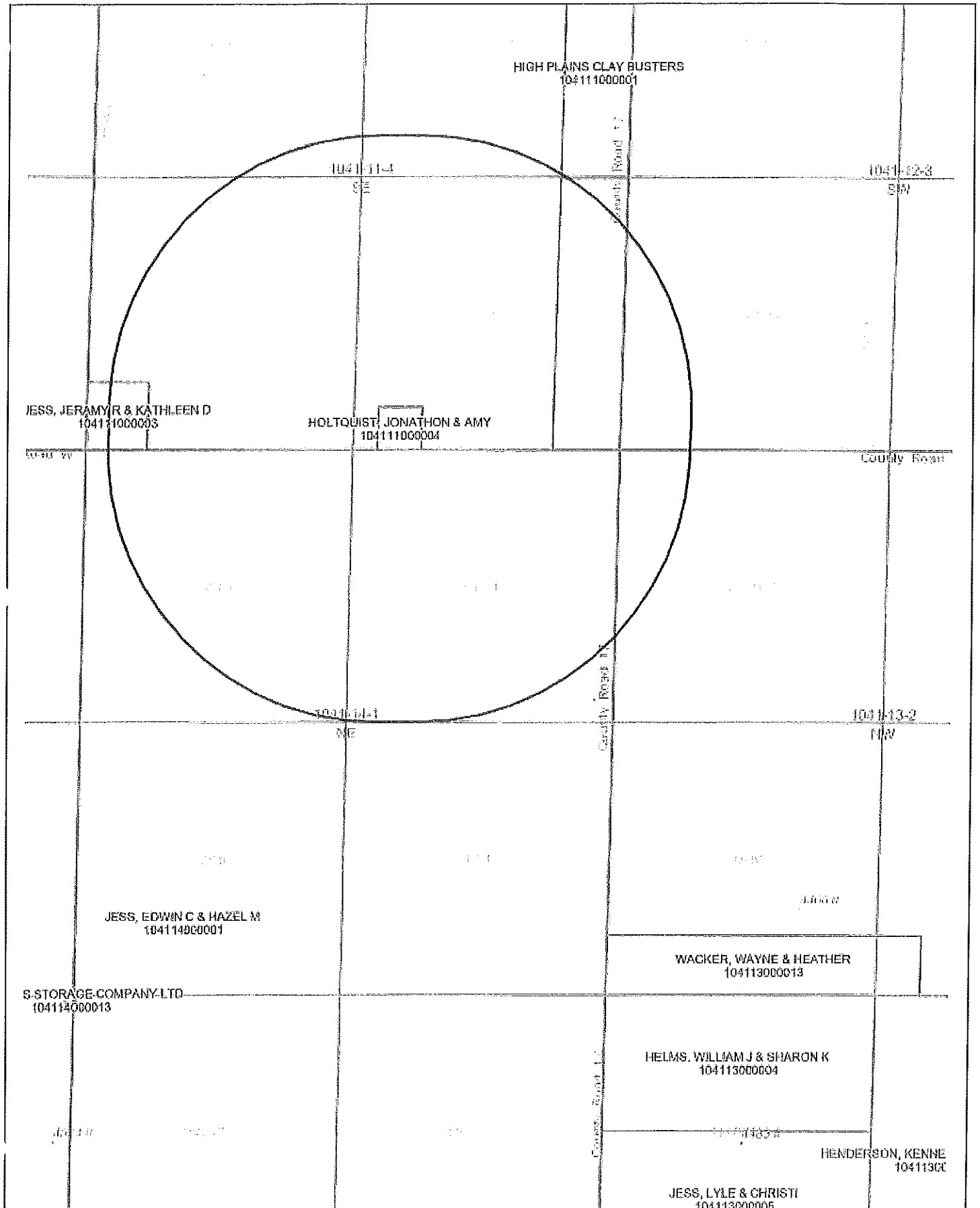
This application will be heard by the Planning Commission at a **public hearing on Monday, September 13, 2021 at 7:00 P.M.** and Board of County Commissioners at a **public meeting on Tuesday, October 5, 2021 at 9:00 A.M** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado. Landowners within ¼ mile of the property are notified of the application and hearing date.

If you have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526, or you may review the application in the Planning office located in the County Administration Building, 231 Ensign St., Fort Morgan, Colorado.

Sincerely,

Charlotte Bolduc
Planning Technician

Eiring/Holtquist Notificaton Area



The map shows a rectangular subdivision with four lots. Lot 1 is at the top, Lot 2 is below it, Lot 3 is to the right of Lot 2, and Lot 4 is at the bottom right. Lot 2 contains a building footprint with several rooms labeled: 'KITCHEN', 'DINING ROOM', 'LIVING ROOM', 'BATH', 'BED ROOM', and 'HALL'. Lot 3 contains a building footprint labeled 'GARAGE'. Lot 4 contains a building footprint labeled 'HOUSE'. The map includes dimensions for each lot and the boundaries between them. A road is shown at the top, and a railroad is shown at the bottom. The map is titled 'SCHROCKE MINOR SUBDIVISION' and 'RECEPTION NO. 77113'.

21BVEYOR'S STATEMENT

[illegible][illegible]

ADDITIONAL COMMENTS _____

DATE RECEIVED _____

THE INFORMATION ON THIS FORM WAS OBTAINED FROM A SOURCE OF "PUBLIC INFORMATION" AS DEFINED BY THE FREEDOM OF INFORMATION ACT. IT IS NOT TO BE RELEASED TO THE PUBLIC WITHOUT THE WRITTEN CONSENT OF THE INFORMATION PROVIDER.

NAME OF SCHOOLS _____

EDUCITY OF _____

UNION BOARD OF DIRECTORS _____

ISSUING OFFICE _____

DATE OF BOARD'S CONSENT _____

COPIES TO THE SECRETARY

APPROVED THIS _____ DAY OF _____ 20____ BOARD OF COUNTY COMMISSIONERS - HONORABLE _____

_____ COUNTY CLERK

COPIES TO THE CLERK

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R 58 W

MAVE AT THESE PRESENTS, AND DO, PLACED AND SUBSCRIBED THE SAME, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF ELLING JAMES SUBSCRIPTION IN THE ACTA OF SECTION 11, 1641, IN FORCE OF THE 8TH JUNE, 1846, IN THE COUNTY OF COLOMBO.

EXPENDED THE _____ DAY OF _____ 18____

OF _____

STATE OF _____ }
COUNTY OF _____ } M.
THE FOLLOWING INSTRUMENT WAS ADOPTED BEFORE ME THIS _____ DAY
OF _____ BY _____
WITNESSED MY HAND AND OFFICIAL SEAL.

PUBLIC NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION OF THE COUNTY OF MOHAWK, NEW YORK, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROAD AND OTHER IMPROVEMENTS HEREON DETACHED HEREFROM FOR MAINTENANCE BY SAID COUNTY. UNLESS SUCH ROADS AND OTHER IMPROVEMENTS MEET COUNTY REQUIREMENTS AND ARE ACCEPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY WITH THE PLATING AND RECORD OF THIS COUNTY OFFICIAL. ACCEPTANCE OF THE PLAT BY THE BOARD OF SUPERVISORS OF THE COUNTY DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROAD AND OTHER IMPROVEMENTS HEREON DETACHED HEREFROM FOR MAINTENANCE BY SAID COUNTY. THE BOARD RESPECTFULLY ADVISES THE OWNERS OF THE LAND WITHIN THIS SUBDIVISION.

[illegible]

WILL R. DAVIS _____ INTERVIEW 1, DAVIES
THE CONGRESSIONAL RECEPTION WAS AROUND 1970, BEFORE THE TIME
OF THE "WHEEL" IN THE HOUSE AND SENATE'S EXHIBIT. SAY
STATE OF COLORADO
COUNTY OF _____
IN COLLESSION OFFICE _____
WILL R. DAVIS _____

[illegible]

OFFICIALS OF THIS COUNTY HAVE INFORMATION OF AN ATTEMPT ON THE PART OF THE RAYMOND STEVENSON FIRM, SUCH AS THE ACCEPTANCE OF A CONTRACT FOR THE CONSTRUCTION OF A MAJOR HIGHWAY PROJECT IN THE COUNTY, OR THE PURCHASE OF A MAJOR INDUSTRIAL FACILITY, OR THE ACQUISITION OF THE RAILROADS OF THE COUNTY.

[illegible][illegible]

DATE OF _____ 20____

REVIEWER NATIONAL ASSOCIATION

PRINT NAME: _____

4a. STATE OF _____

COUNTY OF _____

[illegible]

PRIMER MAN GEDT, RICA
 PREPARED FOR AND BY: _____
 COUNTY OF _____
 STATE OF _____
 **
 PREPARED BY: _____
 DATE: _____

[illegible]

LEIBERT-KATZ & ASSOCIATES, INC.
P.O. BOX 442 615 SOUTH Tenth AVENUE
SPRINGFIELD, ILL. 62761-0442

WRITTEN BY KANT AND OPTICAL STATE
BY COLLATION BOARD'S

KANT POLE

ACCORD
UNIONANT DOCTES
SCIENTI, N. 1000
BONNAPARTE

NOTE:

PLEASE ADVISE YOU HAVE CONSULTED ANY LOCAL ACTION BUREAU OFFICE WITHIN THREE YEARS AFTER YOU FIRST OBSERVED SUCH VIOLATION AND HAVE BEEN ADVISED BY THAT OFFICE THAT THERE IS NO RECORD OF THE TYPE OF VIOLATION WHICH OCCURRED.

[illegible]

ParcelMailingList - Eiring

HOLTQUIST, JONATHON & AMY
16769 CO RD W
FORT MORGAN, CO 80701

HORST, CRAIG A & DEBBIE
17239 CO RD W
FORT MORGAN, CO 80701

LYNCH, JAY ROSS & KRISANN SCOOTER LEE
16923 CO RD W
FORT MORGAN, CO 80701

WACKER, WENDELL M & MARGARET
17420 CO RD W
FORT MORGAN, CO 80701

JESS, JERAMY R & KATHLEEN D
16509 CO RD W
FORT MORGAN, CO 80701

JESS, EDWIN C & HAZEL M
16193 CO RD W
FORT MORGAN, CO 80701

HIGH PLAINS CLAY BUSTERS
17792 CO RD 15 - LT 3
FORT MORGAN, CO 80701

EIRING, KYLE R & JENNIFER S
14129 CO RD X
WELDONA, CO 80653



The above sign was posted on (date) 8/21/21, pursuant to the
Morgan County Zoning Resolution by (name of applicant) Kyle + Jennifer Eiring

Project name and number: Eiring Minor Subdivision

Signature of Applicant/Representative: Kyle Eiring Jennifer Eiring

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

Signed before me this date: 8.25.2021

My Commission expires: 04-25-2023

NOTARIZED BY: Carrie L Mobley

CARRIE L. MOBLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114024675
MY COMMISSION EXPIRES 4-25-2023

TECHNICAL

Right to Farm Policy
Application Fee Receipt
Tax Account Statement
Mineral Rights Notifications
Animal Counts

MINOR SUB AND PD APPLICATIONS

TO ALSO INCLUDE:

Soil Map
Topography
Public Improvements
HOA & Covenants

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all other manner of agricultural activities and operations in Morgan County are integral and necessary elements of the continued vitality of the county's economy, culture, landscape and lifestyle. Morgan County specifically recognizes the importance of agricultural operations as necessary and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept as normal the effects of agriculture and rural living. These may include noise from tractors, equipment, and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odor from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers, including aerial spraying; and movement of livestock or machinery on public roads. Under the provisions of the State of Colorado's "Right to Farm" law (Section 35-3.5-101 and following, C.R.S.), all normal and non-negligent agricultural operations may not be considered nuisances.

Also public services in a rural area are not at the same level as in an urban or suburban setting. Road maintenance may be at a lower level, mail delivery may not be as frequent, utility services may be nonexistent or subject to interruption, law enforcement, fire protection and ambulance service will have considerably longer response times, snow may not be removed from county roads for several days after a major snow storm. First priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farm and oilfield equipment, ponds, and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, noxious weeds, livestock, and territorial farm dogs may present real threats to children. It is necessary that children's activities be properly supervised for both the protection of the children and protection of the farmer's livelihood.

All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and pets under control. There may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out.


Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office, the County Planning and Zoning Department, and the County Attorney.

RECEIPT AND STATEMENT OF UNDERSTANDING

I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

I further state that I am aware that the conditions of living in an unincorporated area are different than living in a town or city and that the responsibilities of rural residents are different from urban or suburban residents. I understand that under Colorado law that a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

To Be Signed by Landowner


Signature
Date 6-10-21
Amy Holtquist
Printed Name
16769 CR W Fort Morgan
Address
CO, 80701

Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.

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To Be Signed by Landowner

Kyle R. Eiring Jennifer Eiring 3/15/21
Signature Date
Kyle R. Eiring Jennifer Eiring
Printed Name
14129 County Road X
Address
Weldona, CO 80653

Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



MS2021-0002 | Minor Subdivision Permit

Receipt Number: 542763

July 12, 2021

Payment Amount: \$550.00

Transaction Method	Payer	Cashier	Reference Number
Check	Applicant	Charlotte Bolduc	2188

Comments

Assessed Fee Items

Fee items being paid by this payment

Date	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
7/12/21	Minor Subdivision Up to 10.9 acres		\$550.00	\$550.00	\$0.00
Totals:			\$550.00	\$550.00	
Previous Payments					\$0.00
Remaining Balance Due					\$0.00

Permit Info

Property Address	Property Owner	Property Owner Address	Valuation
14129 CO RD X WELDONA, CO 80701	EIRING, KYLE & JENNIFER	14129 CO RD X WELDONA, CO 80653	

Description of Work

3 new residential lots to be sold for new home sites. Each lot is 3.13 acre, 2.47 acre and 2.25 acre totaling 7.85 acres to be subdivided off. The subdivision also includes an existing lot owned by Jonathan and Amy Holtquist. Their lot is included in our minor subdivision as we have added some land to their existing lot to make it larger in size.

Morgan County Treasurer

Certificate of Taxes Due

Account Number R019756 Parcel 104111000005 Assessed To HIRING, KYLE R & JENNIFER S 14129 CO RD X WBLDONA, CO 80653	Certificate Number 39592 Order Number NCT22849 Vendor ID 02 Northern Colorado Title 130 W Kiowa Avenue Fort Morgan, CO 80701
---	---

Legal Description S: 11 T: 4 R: 58 E1/2 EX 774 P943, B791 P289, PLAT B8 P52 & B1230 P644	Situs Address
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Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	\$663.60	\$0.00	\$0.00	(\$663.60)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/23/2020					\$0.00

Tax Billed at 2019 Rates for Tax Area 247 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$173.71	DRY FARM LAND	\$28,700	\$8,320
ROAD AND BRIDGE FUND	7.5000000	\$66.98	GRAZING LAND	\$2,060	\$600
SOCIAL SERVICES FUND	2.0000000	\$17.86	FARM/RANCH WASTE LAND	\$40	\$10
FT MORGAN RURAL FIRE DST	2.9940000*	\$26.74			
FT MORGAN PEST CONTROL	0.2990000	\$2.67	Total	\$30,800	\$8,930
MORGAN CO QUALITY WATER	0.8240000	\$7.36			
NORTHERN COLO WATER CD	1.0000000	\$8.93			
FT MORGAN SCHOOL-RE 3	40.2410000	\$359.35			
Taxes Billed 2019	74.3110000	\$663.60			

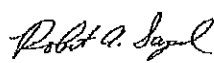

* Credit Levy

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein.

Unless specifically mentioned, this certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments or manufactured homes. Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

*****TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK*****

In witness whereof, I have hereunto set my hand and seal.

ROBERT A SAGEL, MORGAN COUNTY TREASURER
 231 Ensign St, PO Box 593, Fort Morgan, CO 80701
 Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us
 Website: www.colorado.gov/morgancounty

Morgan County Treasurer

Certificate of Taxes Due

Account Number R009510 Parcel 104112000002 Assessed To BIRING, KYLE R & JENNIFER S 14129 CO RD X WELDONA, CO 80653	Certificate Number 39591 Order Number NCT22849 Vendor ID 02 Northern Colorado Title 130 W Kiowa Avenue Fort Morgan, CO 80701
---	---

Legal Description	Site Address
S: 12 T: 4 R: 58 N1/2NW1/4	

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	\$104.76	\$0.00	\$0.00	(\$104.76)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/23/2020					\$0.00

Tax Billed at 2019 Rates for Tax Area 247 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$27.43	DRY FARM LAND	\$3,370	\$980
ROAD AND BRIDGE FUND	7.5000000	\$10.57	GRAZING LAND	\$1,440	\$420
SOCIAL SERVICES FUND	2.0000000	\$2.82	FARM/RANCH	\$20	\$10
FT MORGAN RURAL FIRE DST	2.9940000*	\$4.22	WASTE LAND		
FT MORGAN PEST CONTROL	0.2990000	\$0.42	Total	\$4,830	\$1,410
MORGAN CO QUALITY WATER	0.8240000	\$1.16			
NORTHERN COLO WATER CD	1.0000000	\$1.41			
FT MORGAN SCHOOL-RE 3	40.2410000	\$56.73			
Taxes Billed 2019	74.3110000	\$104.76			

* Credit Levy

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein.

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*****TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK*****

In witness whereof, I have hereunto set my hand and seal.

Robert A. Sagel



ROBERT A SAGEL, MORGAN COUNTY TREASURER
 231 Ensign St, PO Box 593, Fort Morgan, CO 80701
 Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us
 Website: www.colorado.gov/morgancounty

Morgan County Treasurer

Certificate of Taxes Due

Account Number R009508

Certificate Number 39590

Parcel 104102000004

Order Number NCT22849

Assessed To

Vendor ID 02

EIRING, KYLE R & JENNIFER S
14129 CO RD X
WELDONA, CO 80653

Northern Colorado Title
130 W Kiowa Avenue
Fort Morgan, CO 80701

Legal Description

Situs Address

S: 02 T: 4 R: 58 SB1/4

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	\$200.64	\$0.00	\$0.00	(\$200.64)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/23/2020					\$0.00

Tax Billed at 2019 Rates for Tax Area 247 - RE 3

Authority	Mill Levy	Amount	Value	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$52.53	DRY FARM LAND	\$7,390	\$2,140
ROAD AND BRIDGE FUND	7.5000000	\$20.25	GRAZING LAND	\$1,940	\$560
SOCIAL SERVICES FUND	2.0000000	\$5.40	Total	\$9,330	\$2,700
FT MORGAN RURAL FIRE DST	2.9940000*	\$8.08			
FT MORGAN PEST CONTROL	0.2990000	\$0.81			
MORGAN CO QUALITY WATER	0.8240000	\$2.22			
NORTHERN COLO WATER CD	1.0000000	\$2.70			
FT MORGAN SCHOOL-RE 3	40.2410000	\$108.65			
Taxes Billed 2019	74.3110000	\$200.64			

* Credit Levy

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein.

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Robert A. Sagel



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Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us
Website: www.colorado.gov/morgancounty

Morgan County Treasurer

Certificate of Taxes Due

Account Number R009507

Parcel 104102000002

Assessed To

EIRING, KYLE R & JENNIFER S
14129 CO RD X
WELDONA, CO 80653

Certificate Number 39589

Order Number NCT22849

Vendor ID 02

Northern Colorado Title
130 W Kiowa Avenue
Fort Morgan, CO 80701

Legal Description

S: 02 T: 4 R: 58 NW1/4

Situs Address

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	\$143.44	\$0.00	\$0.00	(\$143.44)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/23/2020					\$0.00

Tax Billed at 2019 Rates for Tax Area 247 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$37.54	DRY FARM LAND	\$3,560	\$1,030
ROAD AND BRIDGE FUND	7.5000000	\$14.48	GRAZING LAND	\$3,070	\$890
SOCIAL SERVICES FUND	2.0000000	\$3.86	FARM/RANCH	\$20	\$10
FT MORGAN RURAL FIRE DST	2.9940000*	\$5.78	WASTE LAND		
FT MORGAN PEST CONTROL	0.2990000	\$0.58	Total	\$6,650	\$1,930
MORGAN CO QUALITY WATER	0.8240000	\$1.59			
NORTHERN COLO WATER CD	1.0000000	\$1.93			
FT MORGAN SCHOOL-RE 3	40.2410000	\$77.68			

Taxes Billed 2019

74.3110000

\$143.44

* Credit Levy

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In witness whereof, I have hereunto set my hand and seal.

Robert A. Sagel



ROBERT A SAGEL, MORGAN COUNTY TREASURER

231 Ensign St, PO Box 593, Fort Morgan, CO 80701

Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us

Website: www.colorado.gov/morgancounty

Morgan County Treasurer

Certificate of Taxes Due

Account Number R009506

Parcel 104101000003

Assessed To

BIRING, KYLE R & JENNIFER S
14129 CO RD X
WELDONA, CO 80653

Certificate Number 39588

Order Number NCT22849

Vendor ID 02

Northern Colorado Title
130 W Kiowa Avenue
Fort Morgan, CO 80701

Legal Description

S: 01 T: 4 R: 58 SW1/4

Situs Address

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	\$112.96	\$0.00	\$0.00	(\$112.96)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/23/2020					\$0.00

Tax Billed at 2019 Rates for Tax Area 247 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$29.57	GRAZING LAND	\$5,200	\$1,510
ROAD AND BRIDGE FUND	7.5000000	\$11.40	FARM/RANCH	\$20	\$10
SOCIAL SERVICES FUND	2.0000000	\$3.04	WASTE LAND		
FT MORGAN RURAL FIRE DST	2.9940000*	\$4.55	Total	\$5,220	\$1,520
FT MORGAN PEST CONTROL	0.2990000	\$0.45			
MORGAN CO QUALITY WATER	0.8240000	\$1.25			
NORTHERN COLO WATER CD	1.0000000	\$1.52			
FT MORGAN SCHOOL-RE 3	40.2410000	\$61.18			

Taxes Billed 2019

74.3110000

\$112.96

* Credit Levy

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein.

Unless specifically mentioned, this certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments or manufactured homes. Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

*****TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK*****

In witness whereof, I have hereunto set my hand and seal.

Robert A. Sagel



ROBERT A SAGEL, MORGAN COUNTY TREASURER

231 Ensign St, PO Box 593, Fort Morgan, CO 80701

Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us

Website: www.colorado.gov/morgancounty

To whom It may concern:

This letter is to inform you of a minor subdivision, of 3 new residential lots, that is being proposed for approval to planning and zoning in Morgan County, CO. The subdivision lies within Parcel # 104111000005 legal description being S:11 T:4 R 58 E1/2. It is part of the application for a minor subdivision that we, as landowners and applicants, notify you as you may still be mineral right owners for this property.

Sincerely,

Kyle and Jennifer Eiring

14129 County Road X

Weldona, CO 80653

970-768-3531

42
RECEPTION NO. 7344 - RECORDED FEB 02 1993
9:50 O'CLOCK A.M. FAY A. JOHNSON, RECORDER
MORGAN COUNTY, CO.

951 PAGE 472
Record
for

5015666

GAS STORAGE LEASE

THIS AGREEMENT, made and entered into this 2nd day of January, 1993, by and between W. HAROLD SCHOCKE and VERALE L. SCHOCKE, Husband and Wife, (hereinafter referred to as LESSOR, whether one or more), and COLORADO INTERSTATE GAS COMPANY, a Delaware Corporation, its successors and assigns (hereinafter referred to as LESSEE).

For and in consideration of the sum of Twenty-two Thousand One Hundred Thirteen and 75/100 DOLLARS (\$ 22,113.75) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor hereby grants, leases, and lets the hereinafter described land unto Lessee, exclusively, to explore for, establish and operate a gas storage reservoir for the purpose of introducing, storing and removing gas therein and therefrom through wells now and/or hereafter located and/or drilled on said land, or other land in the vicinity thereof, including the drilling, redrilling, repairing, plugging, replugging and abandoning of any well now and hereafter drilled on said land; constructing, operating, maintaining, repairing and removing pipelines and facilities appurtenant thereto extending to and from wells on said land, including the right of ingress and egress to and from said land and the use of so much of the surface thereof as may be necessary for the economic and efficient operation of said land for the enjoyment of the purposes of this lease, said land being situated in Morgan County, State of Colorado. to-wit:

TOWNSHIP 4 NORTH, RANGE 58 WEST, 6th P.M.

Section 1: SW/4

Section 2: Lots 3, 4, S/2NW/4, SE/4

Section 11: E/2, Less and except a 2.27 acre parcel of land described as the South 330 feet of the West 300 feet of the SW/4SE/4, and less and except a 1.00 acre parcel of land described as the South 209 feet of the West 209 feet of the SE/4SE/4 (Containing 316.73 acres, more or less).

Section 12: N2NW/4

containing 884.55 acres, more or less.

TO HAVE AND TO HOLD the same unto the Lessee, its successors and assigns, for a thirty (30) year period from the date hereof, and as long thereafter as gas storage operations are being conducted in the Young Field, Morgan County, State of Colorado, of which the lands covered hereby are a part.

The foregoing lease is granted on the following terms and conditions:

1. On or before one year following the date of this lease and annually thereafter, Lessee shall pay or tender to Lessor or for Lessor's credit in the Farmers State Bank of Ft. Morgan Bank at 123 E. Kiowa Ave., Ft. Morgan, CO. 80701, or its successors, which bank and its successors are Lessor's agent and shall continue as the depository of any and all sums payable by Lessee under this lease, regardless of changes of ownership in said land or in any payment to be made by Lessee under the provisions of this lease the sum of Two Thousand Six Hundred Fifty Three & 65/100 - - - - - DOLLARS (\$2653.65) which sum is in this lease called "annual payment." Any annual payment thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Lessee's check or draft and mailed or delivered direct to Lessor or to said depository or its successor. Lessee's failure to make payment or tender of any annual payment, when due, shall not operate to terminate or impair any provision of this lease unless and until Lessee fails to make such payments within sixty (60) days after receiving a written request from Lessor for such payment.

The annual payment shall be increased \$442.28 beginning five (5) years after the effective date of this lease, and on each fifth year thereafter during the term of this lease.

Notwithstanding the death of Lessor or his successors in interest, the payment or tender of said annual payment in the manner provided above shall be binding on the heirs, devisees, executors and administrators of lessor and his successors in interest. It is agreed that the consideration recited in paragraph 1 hereof, together with the herein provided annual payment shall operate, cover and be held to be full consideration and compensation to Lessor for all privileges and rights granted Lessee under this lease, except only as otherwise expressly provided in this lease.

2. In addition to the payments provided for in paragraph 1 hereof, Lessee agrees to pay annually in the same manner and subject to the same conditions herein provided:

(a). The sum of One Hundred Dollars (\$100.00) for each injection, withdrawal, observation or disposal well operated on subject lands during the preceding twelve (12) month period.

(b). The sum of Fifty Dollars (\$50.00) for each dehydrator unit facility operated on subject lands during the preceding twelve (12) month period.

(c). The sum of One Hundred Dollars (\$100.00) per acre for construction, maintenance and use of access roads.

3. Lessee covenants as to any pipelines it constructs on the leased premises:

(a). To pay Lessor, in addition to all other compensation provided herein, Five Dollars (\$5.00) per rod for the privilege of constructing and maintaining such line on the leased premises during the term hereof.

(b). To pay Lessor for all damage suffered by the construction and maintenance of any pipeline which shall in no event be less the Five Dollars (\$5.00) per rod.

(c). To bury all pipelines to a depth of at least forty (40) inches except where rock is encountered.

(d). To backfill, level and restore pipeline ditches as nearly as possible to their original condition.

4. In case Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then said annual payment shall be paid to Lessor in the proportion which Lessor's interest bears to the whole and undivided fee estate in said land.

5. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns. Provided, however, no change of ownership in the land or in said annual payment or any other sum payable under this lease shall be binding on Lessee until after written notice thereof has been given Lessee by Lessor and Lessee has been furnished with either the original recorded instrument or conveyance or a duly certified copy thereof, together with like proof of all intermediate transfers showing complete chain of title back to Lessor to the full interest claimed. All tender or payments made before receipt of said notice shall be binding on any successor in interest to Lessor. The failure of Lessee to insist in one or more instances upon the performance by Lessor of the provisions of this paragraph shall not be construed as thereafter waiving any of said provisions, but the same shall continue and remain in full force and effect.

6. Lessee shall remove all equipment, structures and material placed on said land by Lessee and restore said land as nearly as practical to its original condition at the termination hereof.

7.(a). Lessee shall have the right to occupy, for each well and its fixed appurtenances, a well site area not to exceed one-half acre, and shall enclose such well site area with an adequate fence. Wells shall be located as close to section and half-section lines as practical. Inherent in the operation of a gas storage reservoir and project is the possibility of stored gas leaking from the storage reservoir to some other nearby formation. Lessee shall conduct operations to monitor the storage reservoir; accordingly, in the event of such leakage, Lessee shall have the privilege of recovering gas lost from the storage reservoir by whatever means are desirable and applicable under the circumstances.

(b). For each well site to be utilized by Lessee for gas injection, withdrawal and observation wells and their appurtenances drilled on the Premises, Lessee shall pay Lessor a one-time payment of \$3,000.00 for each well site not to exceed 2.0 acres, and for each additional acre or part thereof, the sum of \$2,000.00. The above payment shall include all damages done to growing crops and grasses, provided, however, Lessee shall, at the conclusion of such drilling operations, clean up, level and reasonably restore said Premises to its original condition. The above payment shall be made at the time such acreage used can be determined.

(c). Lessee shall have the right to use, free of cost, nonpotable water produced in association with gas from the subsurface portion of the Premises for its operation thereon. No well shall be drilled by Lessee nearer than three hundred (300) feet from the house or barn now on the Premises without written consent of the Lessor.

8. All above ground installations are to be made so as to cause minimum interference with normal farming operations. Power and communication lines shall be installed below the surface.

9. Lessor warrants and agrees to defend the title to said land subject to oil and gas leases and other instruments of record and agrees that Lessee shall have the right at any time to purchase or pay, in whole or in part, any mortgage, tax or other liens now or hereafter existing against said land, and shall thereby become subrogated to the rights of the holder of such encumbrance. For all such taxes paid by Lessee, it may reimburse itself from any annual payments thereafter accruing hereunder. All expense directly related to Lessee's recording of instruments against Lessor's Abstract of Title shall be borne by Lessee.

10. Lessee may at any time release this lease in part or in whole by paying unto Lessor, or by tendering to Lessor for Lessor's credit into the above designated depository, the sum of Ten Dollars (\$10.00) and deliver or mail to Lessor, at Lessor's last known address, a release covering, as the case may be, a part of the whole hereof. If this lease is released as to only a part of the acreage covered hereby, then all payments and liabilities thereafter accruing under the terms of this lease as to the part released shall cease and determine and thereafter said annual payment may be reduced in proportion to the amount of acreage so released, but as to the part of the acreage not released, the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. When this lease is released in whole, then except for accrued liabilities, all of Lessee's liabilities under this lease shall cease and determine.

11. The parties agree that for the purpose of this Lease, there is no natural gas or other hydrocarbons in commercial quantities in the Premises, and that all gas or other hydrocarbons removed from the premises shall be deemed stored property of Lessee and full consideration therefor shall be included in the rentals and other payments to be made by Lessee under this Lease.

12. Subject to existing leases, it is agreed:

(a). That any operation on said land (with the exception of water wells drilled to a depth of less than 1,000 feet) shall be so conducted as to prevent the escape of gas from, and the intrusion of water and other fluids into, any formation in which gas is so stored;

(b). Before Lessor, his agents, lessees or assigns begin any operation connected with or resulting from drilling and mining on said land, which might interfere with Lessee's rights hereunder, such party shall notify Lessee in writing by United States mail not less than thirty (30) days prior to the intended beginning of any such operation. Thereupon and before actually beginning any such operation, such party and Lessee shall agree upon the methods and practices which such party shall use in any such operation, which without limitation includes plugging and abandoning thereof. Lessee shall have the right to have a representative present at all times while any such operation is conducted and shall have the right of access to records of such operations.

13. Lessee shall save and hold harmless Lessor from and against all liability for damage to property or injury or death of any person or persons which arise out of or result from its negligent conduct of the activities permitted under this Lease. Lessee shall further assume responsibility for damage to Lessor's property on the Premises resulting from its negligent conduct of the activities permitted under this Lease.

14. All express or implied covenants of this Lease shall be subject to all federal and state laws, and the present and future orders, rules and regulations of regulatory authorities with jurisdiction; and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of any such law, order, rule or regulation.

Each provision of this lease shall be binding upon the parties hereto and their respective voluntary and involuntary successors in interest.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LESSOR - W. Harold Schocke
SSN:

Verdie L. Schocke
Verdie L. Schocke
SSN:

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

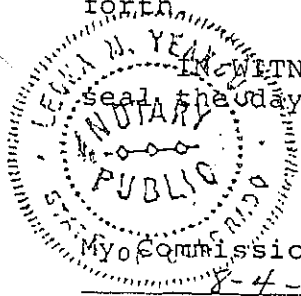
BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said County and State on this 30th day of JANUARY, 1993, personally appeared W. Harold Schocke and Verdie L. Schocke, husband and wife

to me personally known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this day and year last above written.

Leon M. Yeaman
Notary Public
16043 Rd. 19
St. Morgan, CO 80701

My Commission expires:
8-4-94



Recorded at _____ o'clock _____ M.

Reception No. _____

Recorder. _____

BOOK

453

PAGE 225

THIS DEED, Made this 23rd day of April in the year of our Lord one thousand nine hundred and forty-nine

between HUGH R. PLUMB, also known as H. R. PLUMB-

County of _____ and State of Oregon

Witness of the first part, and - - -W. HAROLD SCHOCKE and VERDIE L. SCHOCKE-

County of Morgan and State of Colorado

Colorado, of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of - - -Ten Dollars and other valuable consideration- - -

to the said part y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do as grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of Morgan and State of Colorado, to-wit:

The Southeast quarter (SE $\frac{1}{4}$) of Section Two (2), Township Four (4) North, Range Fifty-eight (58) West of the 6th P.M., EXCEPT mineral reservations of record, and EXCEPTING AND RESERVING unto the grantor an undivided one-fifth (1/5) interest in and to all oil, gas and minerals in and under said land, together with the right of ingress and egress therein;

The East half (E $\frac{1}{2}$) of Section Eleven (11), Township Four (4) North, Range Fifty-eight (58) West of the 6th P.M., EXCEPTING AND RESERVING unto the grantor an undivided one-four (1/4) interest in and to all oil, gas and other minerals in and under said land, together with the right of ingress and egress therein and thereto;

The North half of the Northwest quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Four (4) North, Range Fifty-eight (58) West of the 6th P.M., EXCEPT mineral reservations of record, and EXCEPTING AND RESERVING unto the grantor an undivided one-fifth (1/5) interest in and to all oil, gas and other minerals in and under said land, together with the right of ingress and egress therein and thereto;

The Northeast quarter (NE $\frac{1}{4}$), the East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-three (23), Township Four (4) North, Range Fifty-eight (58) West of the 6th P.M., EXCEPTING AND RESERVING unto the grantor an undivided two-fifths (2/5) interest in and to all oil gas and other minerals in and under said land, together with the right of ingress and egress therein and thereto;



TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part; the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

THROUGH R. B. L... (SEAL)

[illegible]

The foregoing instrument was acknowledged before me this 23rd day of April, 1983 by Hugh R. Plumb, also known as H. R. Plumb.

NOTARY PUBLIC

PUBLISHED BY THE
NOTARY PUBLIC.

TELETYPE UNIT: 10/10/1964 10:10 AM

(natural) person or persons here insert name or names; if by persons acting in representative or official capacity or as attorneys-at-law, insert in full, or other capacity or description; if by officer of corporation, first name

to fact from (true) names, the names of such officers or officers, as the president or other officers of such corporation, members of

(U) : APP' 00000000-00000000 (RS) APP' 00000000-00000000

APR 1968 10:00 AM (1968) 10:00 AM (1968) 10:00 AM (1968)

[illegible]

1-2-1968

1. The Commission has received information that the above-named individual has been in contact with the Commission's staff and has been provided with information regarding the Commission's activities. The Commission has no information regarding the individual's activities or the results of the Commission's investigation.

For a more detailed description of the system, see the following references:

CONFIDENTIAL

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United States regarding the results of its investigation of the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

in

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100-443887-100

DO. *in* *trans* *3* *10* *11* *12* *13* *14* *15* *16* *17* *18* *19* *20* *21* *22* *23* *24* *25* *26* *27* *28* *29* *30* *31* *32* *33* *34* *35* *36* *37* *38* *39* *40* *41* *42* *43* *44* *45* *46* *47* *48* *49* *50* *51* *52* *53* *54* *55* *56* *57* *58* *59* *60* *61* *62* *63* *64* *65* *66* *67* *68* *69* *70* *71* *72* *73* *74* *75* *76* *77* *78* *79* *80* *81* *82* *83* *84* *85* *86* *87* *88* *89* *90* *91* *92* *93* *94* *95* *96* *97* *98* *99* *100* *101* *102* *103* *104* *105* *106* *107* *108* *109* *110* *111* *112* *113* *114* *115* *116* *117* *118* *119* *120* *121* *122* *123* *124* *125* *126* *127* *128* *129* *130* *131* *132* *133* *134* *135* *136* *137* *138* *139* *140* *141* *142* *143* *144* *145* *146* *147* *148* *149* *150* *151* *152* *153* *154* *155* *156* *157* *158* *159* *160* *161* *162* *163* *164* *165* *166* *167* *168* *169* *170* *171* *172* *173* *174* *175* *176* *177* *178* *179* *180* *181* *182* *183* *184* *185* *186* *187* *188* *189* *190* *191* *192* *193* *194* *195* *196* *197* *198* *199* *200* *201* *202* *203* *204* *205* *206* *207* *208* *209* *210* *211* *212* *213* *214* *215* *216* *217* *218* *219* *220* *221* *222* *223* *224* *225* *226* *227* *228* *229* *230* *231* *232* *233* *234* *235* *236* *237* *238* *239* *240* *241* *242* *243* *244* *245* *246* *247* *248* *249* *250* *251* *252* *253* *254* *255* *256* *257* *258* *259* *260* *261* *262* *263* *264* *265* *266* *267* *268* *269* *270* *271* *272* *273* *274* *275* *276* *277* *278* *279* *280* *281* *282* *283* *284* *285* *286* *287* *288* *289* *290* *291* *292* *293* *294* *295* *296* *297* *298* *299* *300* *301* *302* *303* *304* *305* *306* *307* *308* *309* *310* *311* *312* *313* *314* *315* *316* *317* *318* *319* *320* *321* *322* *323* *324* *325* *326* *327* *328* *329* *330* *331* *332* *333* *334* *335* *336* *337* *338* *339* *340* *341* *342* *343* *344* *345* *346* *347* *348* *349* *350* *351* *352* *353* *354* *355* *356* *357* *358* *359* *360* *361* *362* *363* *364* *365* *366* *367* *368* *369* *370* *371* *372* *373* *374* *375* *376* *377* *378* *379* *380* *381* *382* *383* *384* *385* *386* *387* *388* *389* *390* *391* *392* *393* *394* *395* *396* *397* *398* *399* *400* *401* *402* *403* *404* *405* *406* *407* *408* *409* *410* *411* *412* *413* *414* *415* *416* *417* *418* *419* *420* *421* *422* *423* *424* *425* *426* *427* *428* *429* *430* *431* *432* *433* *434* *435* *436* *437* *438* *439* *440* *441* *442* *443* *444* *445* *446* *447* *448* *449* *450* *451* *452* *453* *454* *455* *456* *457* *458* *459* *460* *461* *462* *463* *464* *465* *466* *467* *468* *469* *470* *471*

12-11-1944

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PAID

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[illegible]

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100-443887-100



This Deed, Made this 20th day of February in the year of our Lord one thousand nine hundred and fifty-one
Between
ZEOLA PEARL FORD, also known as ZEOLA PEARL FAIR
of the City and County of Denver and State of Colorado, of the first part, and
LAURENCE H. LONGACRE and DORIS M. LONGACRE
of the County of Morgan and State of Colorado, of the second part:
WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations
to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcels of land, situate, lying and being in the County of Morgan and State of Colorado, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section 2, Township 4 North, Range 58 West of the 6th P.M.

Grantor reserves an undivided one-half (1/2) interest of all oil, gas or other minerals and Grantor has the exclusive right to lease said land for oil or gas until mortgage executed by Grantees is fully satisfied.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor forever. And the said party of the first part, for herself, her heirs, executors, and administrators, do es covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the enrolling and delivery of these presents, she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever. Subject to 1951 taxes due and payable in 1952; Subject to leases of record; Subject to prior mineral reservations; Subject to rights of way for existing roads and ditches and any U. S. Patent Reservations

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Zeola Pearl Ford, also known as Zeola Pearl Fair (SEAL)
Jas Zeola Pearl Fair (SEAL)

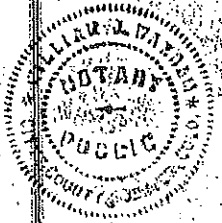
STATE OF COLORADO,

Denver County of Denver

The foregoing instrument was acknowledged before me this 23rd day of February, 1951, by

WITNESS my hand and official seal
My commission expires Jan 11, 1954

William J. Hashman
Notary Public



MINERAL AND STORAGE
RIGHTS LEASE

BOOK 931 PAGE 79

THIS AGREEMENT, made and entered into this 7th day of
January, 1991, by and between

National Jewish Center for Immunology and Respiratory
Medicine

hereinafter referred to as Lessor (whether one or more) and
Obourn Brothers, Inc., 5445 DTC Parkway, Englewood, Colorado 80111
hereinafter referred to as Lessee for and in consideration of
the sum of Ten and More DOLLARS (\$10.00 & More) cash in hand paid,
the receipt and sufficiency of which is hereby acknowledged,
Lessor does hereby let, lease and assign exclusively unto Lessee
all of Lessor's right, title and interest in the oil, gas and
other minerals from the surface to a depth of 100 feet below the
Dakota "D" Formation underlying said lands, which was found at a
depth of 5760 feet to 5818 feet in the induction/electrical log
run October 15, 1960, in the Lion Oil Company Harold #1 Well,
located in Section 11, Township 4 North, Range 58 West, Morgan
County, Colorado, including, but not limited to, the exclusive
right to lease said minerals for the production of oil, gas and
other minerals, to authorize or conduct gas storage operations, to
receive bonuses, delay rentals and the Lessor's share of
production, and to enforce all covenants, express or implied,
of the Lessor contained in any lease or other document granting
production rights of said minerals for a term of thirty (30) years
or for as long as oil, gas or other minerals are being removed or
injected into said Formation from or into the following described
lands situated in Morgan County, State of Colorado, to-wit:

TOWNSHIP 4 NORTH, RANGE 58 WEST, 6th P.M.
Section 2: Lots 3, 4, S/2NW/4

containing 167.82 acres, more or less, together with the right
of ingress and egress during the term hereof for the purpose of
mining, drilling and exploring said lands for a gas storage field
and for injecting and/or removing oil, gas or other minerals
therefrom.

Lessor warrants and agrees to defend the title to said land
subject to oil and gas leases and other instruments of record and
agrees that Lessee shall have the right at any time to purchase or
pay, in whole or in part, any mortgage, tax or other liens now or
hereafter existing against said land, and shall thereby become
subrogated to the rights of the holder of such encumbrance.

The rights, titles and privileges herein granted shall be
assignable in whole or in part, and shall be binding upon and
inure to the benefits of the parties hereto, their respective
heirs, executors, administrators, successors, assigns and legal
representatives.

IN WITNESS WHEREOF the parties hereto have executed this
agreement as of the day and year first above written.

ATTEST:

National Jewish Center for
Immunology and Respiratory
Medicine

By: Bernard S. Fellner
Bernard S. Fellner
Assistant Secretary

x Michael K. Schonbrun
Michael K. Schonbrun
President
Tax ID#: 74-2044647

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
 COUNTY OF DENVER)

Before me, a Notary Public in and for said County and State,
 on this 8th day of March, 1991, personally
 appeared Michael K. Schonbrun,
 to me known to be the identical person who subscribed the name of
 the maker thereof to the foregoing instrument as its
President

and acknowledged to me that he executed the same
 as his free and voluntary act and deed and as the
 free and voluntary act and deed of such corporation for the uses
 and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official
 seal the day and year last above written.

Kathy Lyons
 Notary Public
13939 E. Utah Cir
Aurora Co 80012
 Address

My Commission expires:

2/8/92

RECEPTION NO. 723944

FROM

STATE OF COLORADO }
 COUNTY OF MORGAN } ss.

I hereby certify that this instrument was

filed for record in my office at SC o'clock

4 M., MAR 25 1991, 19... and is

duly recorded in Book 531 Page No. 79

FAY A. JOHNSON, Recorder

BY FAY A. JOHNSON, Deputy

FEE \$ 4.00

INDEXED

MINERAL AND STORAGE
RIGHTS LEASE

BOOK 931 PAGE 302

THIS AGREEMENT, made and entered into this 30th day of January, 1991, by and between Johanna Bureau for the Blind and Physically Handicapped, Inc. hereinafter referred to as Lessor (whether one or more) and Obourn Brothers, Inc., 5445 DTC Parkway, Englewood, Colorado 80111 hereinafter referred to as Lessee for and in consideration of the sum of Ten and More DOLLARS (\$10.00 & More) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby let, lease and assign exclusively unto Lessee all of Lessor's right, title and interest in the oil, gas and other minerals from the surface to a depth of 100 feet below the Dakota "D" Formation underlying said lands, which was found at a depth of 5760 feet to 5818 feet in the induction/electrical log run October 15, 1960, in the Lion Oil Company Harold #1 Well, located in Section 11, Township 4 North, Range 58 West, Morgan County, Colorado, including, but not limited to, the exclusive right to lease said minerals for the production of oil, gas and other minerals, to authorize or conduct gas storage operations, to receive bonuses, delay rentals and the Lessor's share of production, and to enforce all covenants, express or implied, of the Lessor contained in any lease or other document granting production rights of said minerals for a term of thirty (30) years or for as long as oil, gas or other minerals are being removed or injected into said Formation from or into the following described lands situated in Morgan County, State of Colorado, to-wit:

TOWNSHIP 4 NORTH, RANGE 58 WEST, 6th P.M.
Section 2: Lots 3, 4, S/2NW/4

containing 167.82 acres, more or less, together with the right of ingress and egress during the term hereof for the purpose of mining, drilling and exploring said lands for a gas storage field and for injecting and/or removing oil, gas or other minerals therefrom.

Lessor warrants and agrees to defend the title to said land subject to oil and gas leases and other instruments of record and agrees that Lessee shall have the right at any time to purchase or pay, in whole or in part, any mortgage, tax or other liens now or hereafter existing against said land, and shall thereby become subrogated to the rights of the holder of such encumbrance.

The rights, titles and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

ATTEST:

Johanna Bureau for the Blind
and Physically Handicapped, Inc.

By: Lillian Abromowitz
Lillian Abromowitz
Secretary

x Edith R. Weiner
Edith R. Weiner
President
Tax ID#: 36-2585168

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

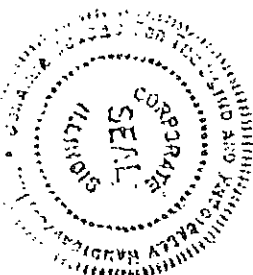
Before me, a Notary Public in and for said County and State, on this 28th day of March, 1991, personally appeared Edith R. Weiner to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Velma R. Wilkins
Notary Public
FRBC
157 National Plaza Apt. 2
Address 60690

My Commission expires:
August 25, 1992



C. H. 2000
NOTARY PUBLIC

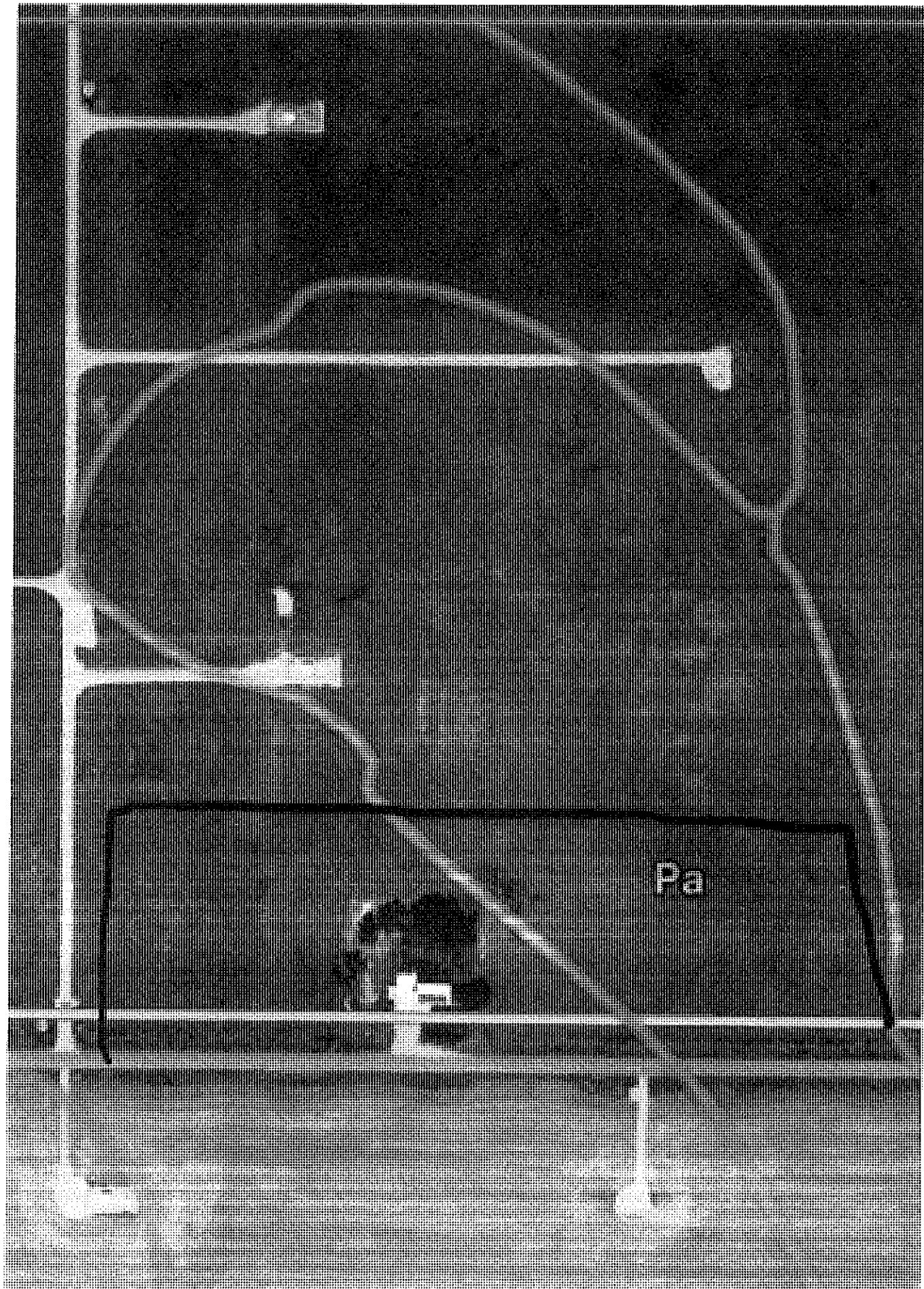
I hereby certify that this instrument was filed for record in my office at 9:50 o'clock APR 3 1991 and is duly recorded in Book 931 Page No. 303.
By Fay A. Johnson Recorder
DEES \$100 Deputy

STATE OF COLORADO }
COUNTY OF MORGAN } ss.

Colleen D. Smith, M.D.
Robert Philipovich, M.D.
can pass, who

FROM
RECEPTION NO. 724073
INDEXED
MAY 1 1991

Kinder Morgan
notification and email commisa



we plan to perform any activities on their property. If you need any further information, please feel free to reach out to me at 719-659-5936. Take care.

Steve Bacon

Land Manager – ROW West

Kinder Morgan, Inc.

From: Jennifer Eiring <eiringranchgoldens@gmail.com>

Sent: Thursday, March 18, 2021 1:01 PM

To: Wellen, Ace J <Ace_Wellen@kindermorgan.com>

Subject: Eiring map for residential lot

Hi Ace,

Kyle and I are planning to sell a couple 3 acre lots inside the black line on this map, along road W. Can you look it over for us and confirm that you have no underground pipeline or easements within the area? We plan to stay 30 feet from the dirt road center to the east to start that lot. Driveways will access off of Road W. Let me know if you have any concerns. Thanks!

Jennifer

[Is this email relevant to Kinder Morgan business?]

[Email that is not related to Kinder Morgan business should be sent to your personal email account.]

Thank you for this information.

3
I do have question in regards to the lease on the whole property. If we sell this section off does the lease carry to them? Are we breaking lease? Can this section of property be taken off of the lease at renewal in 2023? Will they be able to build a house and plant trees etc for residential and not be impacted or is there a way to release this piece from our lease now?

I would not want to sell a piece for people to build on and then they are actually not able to or would have disturbance to their home etc.

Thanks for following up on this.

Jennifer

On Thu, Apr 8, 2021 at 6:18 PM Bacon, Stephen D (Steve) <Steve.Bacon@kindermorgan.com> wrote:

Hi Mrs. Eiring,

2
I apologize for the delay in responding to your request. I checked our GeoMapping software and our record database. Upon review, we have no active pipelines in the area you outlined on the map below. While we do not have any easements on that property, we do have a gas storage lease that covers your property, including the area you have outlined. We do work with landowners whenever

[This email message was received from the Internet and came from outside of Kinder Morgan.]

[Is this email relevant to Kinder Morgan business?]

[Email that is not related to Kinder Morgan business should be sent to your personal email account.]

5
Ok. Thanks. Will we be able to remove that part of the property in 2023 when our lease comes due?

On Mon, Apr 19, 2021 at 8:57 AM Bacon, Stephen D (Steve) <Steve_Bacon@kindermorgan.com> wrote:

Hi Jennifer,

4
I hope you had a great weekend. Yes, when you sell the property, the lease still is binding on the property and does not break the lease. It is tied to the property regardless if you sell it. They can still build on the property and plant trees, etc... We have no pipelines or above ground facilities on those 3 future lots. If we need to construct a pipeline or above ground facility, we should not have an issue avoiding the 3 future parcels. I hope this answers your questions. Please feel free to reach out to me if you have additional questions or concerns. Thanks.

Steve

From: Jennifer Eiring <eiringranchgoldens@gmail.com>

Sent: Monday, April 19, 2021 7:34 AM

To: Bacon, Stephen D (Steve) <Steve_Bacon@kindermorgan.com>

Subject: Re: Eiring map for residential lot

[This email message was received from the Internet and came from outside of Kinder Morgan.]

[Email that is not related to Kinder Morgan business should be sent to your personal email account.]

Hi Steve,

7 Following up regarding our last emailing. We have our land survey to subdivide and will then be submitting things to planning and zoning. We will need to know if we can remove the acreage in 2023.

Thanks,

Jennifer

On Mon, Apr 19, 2021 at 9:02 AM Bacon, Stephen D (Steve) <Steve_Bacon@kindermorgan.com> wrote:

Hi Jennifer,

6 If it is okay with you, let me review the lease again and get back to you. I need to review the language as my memory is not as good as it used to be. Thanks.

Steve

From: Jennifer Eiring <jeiringranchgoldens@gmail.com>
Sent: Monday, April 19, 2021 8:59 AM
To: Bacon, Stephen D (Steve) <Steve_Bacon@kindermorgan.com>
Subject: Re: Eiring map for residential lot

Thanks for the response. Can we see an underground map of pipelines etc. We are curious! I think I understand after looking over the contract. Is there a phone number I can call you on or could you give me a call at your convenience? 9707683531. Just want to run a few things by you on the phone.

Thanks

Jennifer

On Mon, May 10, 2021 at 7:08 PM Bacon, Stephen D (Steve) <Steve_Bacon@kindermorgan.com> wrote:

Hi Jennifer,

The Gas Storage Lease's initial 30 year term does expire, but it does allow the lease to continue each year as long as we are still operating the gas storage field. As for the lots, we can't remove that area because when we inject and withdrawal the gas, it goes throughout the gas storage cavern, which these new lots would be part of, as it currently exists with your existing property. We will do our best to not install pipelines through those lots, but can't guarantee it. As you are aware, we always do our best to work with the property owners when something comes up.

Steve

From: Jennifer Eiring <jeiringranchgoldens@gmail.com>

Sent: Monday, May 10, 2021 3:39 AM

To: Bacon, Stephen D (Steve) <Steve_Bacon@kindermorgan.com>

Subject: Re: Eiring map for residential lot

[This email message was received from the Internet and came from outside of Kinder Morgan.]

[Is this email relevant to Kinder Morgan business?]

From: Jennifer Eiring
Sent: Wednesday, August 25, 2021 6:39 AM
To: jennifer.eiring@gmail.com
Subject: Fwd: Eiring map for residential lot

----- Forwarded message -----

From: Bacon, Stephen D (Steve) <Steve_Bacon@kindermorgan.com>
Date: Tue, May 11, 2021 at 9:55 AM
Subject: RE: Eiring map for residential lot
To: Jennifer Eiring <eiringranchgoldens@gmail.com>

Hi Jennifer,

Just tried calling you. Feel free to call me at 719-659-5936 when you have a moment. Thanks.

Steve

From: Jennifer Eiring <eiringranchgoldens@gmail.com>
Sent: Tuesday, May 11, 2021 9:53 AM
To: Bacon, Stephen D (Steve) <Steve_Bacon@kindermorgan.com>
Subject: Re: Eiring map for residential lot

[This email message was received from the Internet and came from outside of Kinder Morgan.]

[Is this email relevant to Kinder Morgan business?]

[Email that is not related to Kinder Morgan business should be sent to your personal email account.]

MORGAN COUNTY EXTENSION
914 E. RAILROAD AVE
FORT MORGAN, CO 80701
970-542-3540
FAX: 970-542-3541

Kyle + Jennifer Eiling is applying for a Minor Subdivision or Planned
(landowner)

Development consisting of 3 lots totaling 7.85 acres. Landowner is

Proposing to allow _____ animal units per acre, or 2 animal units per lot.

Location and/or address of site: SE 1/4 of Section 11, T4N, R58W
of the 6th P.M., Morgan County, Colorado

Driving direction from Fort Morgan: North on Hwy 52, West on MC Rd W,
North side of road after MCR 17.

Date application is due in Planning Dept.: June 12, 2021

Copy of soils map must accompany this request.

Copy of site plan must accompany this request.

It is the landowners/applicants responsibility to provide a stamped, self addressed envelope.

For return of this form or make arrangements to pick it up at the Extension Office.

I will pick up - Jennifer 970-768-3531

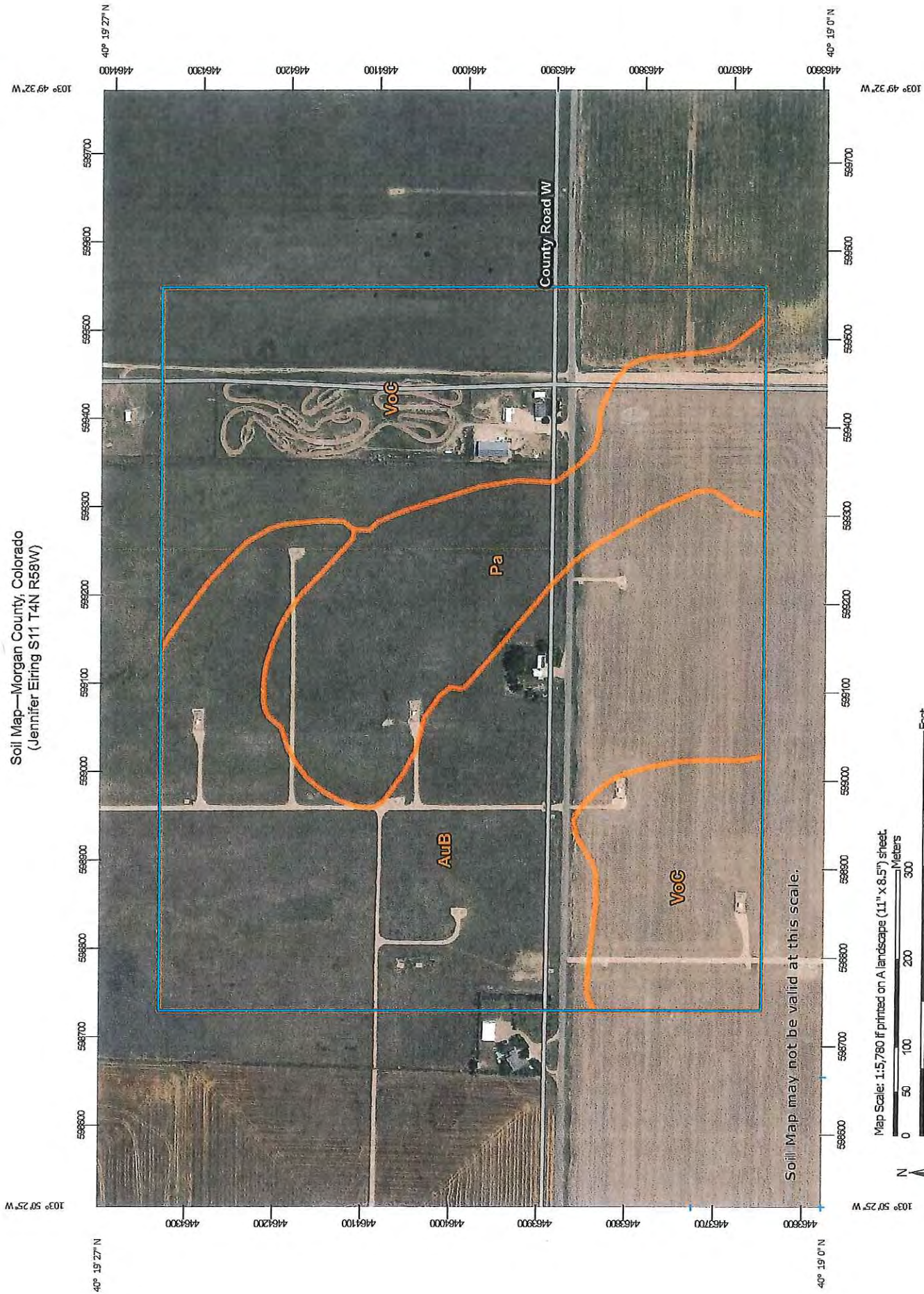
EXTENSEION AGENT USE ONLY:

Approval of animal units as proposed: yes Recommended maximum animal units: _____

Comments: _____

Signature: Marlin Eisenach Date: 6/4/21

Soil Map—Morgan County, Colorado
(Jennifer Eiring S11 T4N R58W)




































Soil Map may not be valid at this scale.

Map Scale: 1:5,780 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

MAP LEGEND

 Area of Interest (AOI)	 Area of Interest (AOI)
 Soils	 Soil Map Unit Polygons
 Soil Map Unit Lines	 Soil Map Unit Lines
 Soil Map Unit Points	 Soil Map Unit Points
 Special Point Features	 Special Line Features
 Blowout	 Water Features
 Borrow Pit	 Streams and Canals
 Clay Spot	 Transportation
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	 Background
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
Sinkhole	
Slide or Slip	
Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morgan County, Colorado

Survey Area Data: Version 21, Jun 5, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 19, 2018—Aug 10, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AuB	Ascalon sandy loam, 0 to 3 percent slopes	61.9	44.6%
Pa	Platner sandy loam, 0 to 3 percent slopes	27.5	19.8%
VoC	Vona sandy loam, 3 to 5 percent slopes	49.4	35.6%
Totals for Area of Interest		138.7	100.0%

EIRING MINOR SUBDIVISION
DECLARATION OF COVENANTS

This Declaration of Covenants ("Declaration") as hereinafter provided is made and entered into on this ___ day of _____, by Kyle R. Eiring and Jennifer S. Eiring (the "Declarants"),

WITNESSETH:

WHEREAS, the Declarants are the owners and developers of Lots 1, 3, and 4 of the Eiring Minor Subdivision (the "Subdivision"), a certain tract of land located in the SE1/4 of Section 11, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado, more particularly described in the plat recorded at reception number _____ of the records of the Clerk and Recorder of Morgan County, Colorado; and

WHEREAS, the Declarants intend to sell Lots 1, 3, and 4 within said Subdivision to individual homeowners and desire to subject the land and purchasers thereof to certain restrictions, conditions, and covenants for the purpose of maintaining the value and atmosphere desired for the Subdivision; and

WHEREAS, Jonathon Holtquist and Amy Holtquist are the current owners of Lot 2 of the Subdivision. The home and outbuildings presently located on Lot 2 were placed thereon prior to the establishment of the Subdivision. The Declarants herein grant the owners of Lot 2 and their successors in title the ability to enforce the restrictions, conditions, and covenants established herein against the owners of Lots 1, 3 and 4. However, none of the restrictions, conditions, and covenants established herein shall be enforceable against the owners of Lot 2.

NOW THEREFORE, the Declarants hereby declare and establish that Lots 1, 3, and 4 of the Subdivision shall be subject to the following restrictions, conditions, and covenants which are for the purpose of protecting the value and desirability of the subject property and such covenants will run with the real property and be binding upon all parties having any right, title and interest in and to said property or any part thereof, their heirs, successors, and assigns, as follows:

1. **Land Use.** No lot shall be used or occupied for any other purpose other than single family residential purposes. Other than one detached single-family dwelling and detached outbuildings that meet Morgan County zoning, construction and setback requirements, no structure shall be erected, placed, altered or permitted to remain on any lot without prior written approval by majority vote of the Architectural Control Committee.
2. **Building Type.** All construction shall conform to the current edition of the building code adopted by Morgan County. All homes shall be constructed of frame, brick or masonry construction and shall not include modular or mobile home units of any kind.
3. **Building Location.** The provisions of the Morgan County Zoning Regulations in effect at the time of construction shall govern the location of buildings within the Subdivision.

4. **Subdivision of Lots.** No lot shall be subdivided.

5. **Architectural Control Committee.**

- a. There shall be no homeowner's association and no annual dues. The Architectural Control Committee ("ACC") shall consist of the four lot owners, with each lot receiving one vote regardless of whether there are multiple owners of a single lot. The ACC shall meet at least once every year on the fourth Saturday of every January or as often as necessary at the call of any one member.
- b. The ACC shall not have veto power over the construction or design of the initial single family residences and outbuildings built in the Subdivision unless such structures violate covenants imposed elsewhere in this Declaration.
- c. The ACC and individual lot owners shall have the ability to enforce the covenants herein by proceedings in law or equity in Morgan County District Court against any person, partnership or corporation violating or attempting to violate any covenant or part thereof, either to restrain violation or recover damages, or both except that no covenant herein is enforceable against the owners of Lot 2.

6. **Easements and Leases of Record.** Easements of all types, including for the installation and maintenances of utilities, are reserved as shown in the records of the Clerk and Recorder of Morgan County and on the recorded plat map of the Eiring Minor Subdivision. No building or other permanent structure shall be erected or maintained on any part of any area reserved as an easement and/or right-of-way, but the owners of the lots may erect and maintain a fence or hedge along the property line, at their own risk, within the areas reserved as an easement of right-of-way, subject at all times to the prior rights to the use of such areas for the purpose of installing and maintaining services and utilities.

Lot owners are advised that there is an existing gas storage lease underlying the Subdivision, the provisions and terms of which can be found at Morgan County Clerk and Recorder reception number 734442.

7. **Water and Sewer Services.** All lots shall be required to connect to the facilities operated by the Morgan County Quality Water District, and shall be responsible for payment of all water so used. All lots must have their own individual septic system installed on the lot according to Morgan County, Northeast Colorado Department of Health, or State of Colorado health regulations unless and until a public sewer system becomes available.
8. **Temporary Structures.** No structure of a temporary nature such as a tent, shack, trailer, motorized vehicle, or outbuilding shall be used as a permanent dwelling. The foregoing

notwithstanding, during construction of a single-family residence the owner of a lot may reside in a temporary structure onsite for no longer than 18 months.

9. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for trash, garbage, or rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any approved structure. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and the owner of each lot will dispose of their own trash, garbage and waste. Refuse shall be removed not less than once every week.
10. **Nuisances.** No noxious or offensive activity shall be carried on upon any part of the Subdivision, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No wrecked, abandoned or junked vehicles or inoperable vehicles shall be allowed on a lot except inside a closed garage.
11. **Appearance of Lots.**
 - a. Each lot shall be kept in a clean, sightly, and wholesome condition at all times. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or streets except as necessary during the construction period. In the event any structure is destroyed, either wholly or partially, by fire or other casualty and said structure is not to be rebuilt, all remaining portions of the structure, including the foundation and other debris, shall be promptly removed from the property.
 - b. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.
 - c. The owner of any lot will establish landscaping around their home as they see fit. The balance of the lot shall be vegetated with non-weed plants and grasses to prevent erosion and enhance overall appearance within 6 months after completion of any construction. All lots will be kept free and clear of weeds.
12. **Lot Elevation.** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. Each lot owner shall provide culverts appropriately sized for their access driveway onto the county road. Natural drainage associated with any lot shall be altered and so controlled so that such drainage shall not drain onto adjacent lots.
13. **Unlawful Use.** No unlawful use shall be made of any lot or any dwelling thereon.

14. **Animals.** The number of animals allowed per lot will be established and controlled by the Morgan County Zoning Regulations. All animals must be kept inside a fence, or by other means kept from wandering freely.
15. **Yard Lights.** No yard light that exceeds twenty (20) feet in height and which exceeds more than 200 watts of illumination is permissible.
16. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
17. **Additional Use.** Any additional use not addressed by these covenants will be subject to the Morgan County Zoning Regulations then in place.
18. **Duration.** All restrictions, conditions and covenants herein shall run with the land and continue as such for a period of thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of five (5) years unless terminated by a document duly recorded and signed by three-fourths (¾) of the lot owners then in place, said document to be recorded at least six (6) months prior to the expiration period named above. This Declaration may be amended by a duly recorded written instrument signed by not less than three-fourths (¾) of the lot owners.
19. **Right to Farm.** Notwithstanding anything to the contrary contained herein, the lots covered by this Declaration shall at all times be governed by all existing Federal, State, County, and local laws and regulations applicable thereto. It is further acknowledged that Morgan County has a Right to Farm Policy, which is incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have set their hand and seal on the date and year first written above.

DECLARANTS:

Kyle R. Eiring

Jennifer S. Eiring

STATE OF COLORADO)
)SS
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021
by Kyle R. Eiring and Jennifer S. Eiring, Declarants.

WITNESS my hand and official seal.

Notary Public